

Volume I

Bid Package 'B' - Technology

KCCS – Booker T. Washington Dover, Delaware

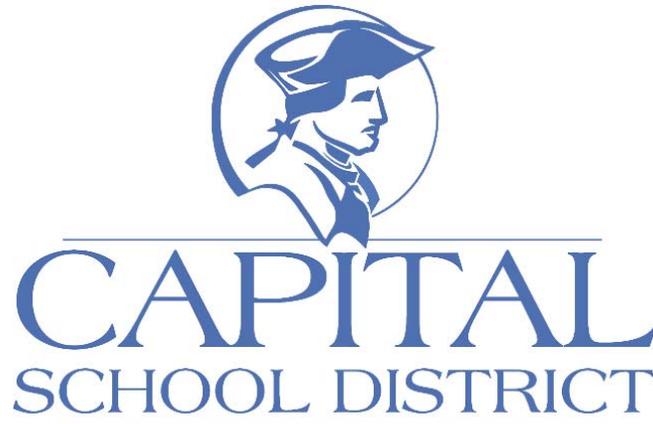
EDiS Company, Inc.



ABHA Architects



Capital School District



July 17, 2015

**Capital School District
KCCS – Booker T. Washington
Bid Package 'B'**

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DIVISION 02 – EXISTING CONDITIONS

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<u>DRAWING NO.</u>	<u>DRAWING NAME</u>	<u>ISSUE DATE</u>
<u>Technology</u>		
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**Capital School District
KCCS – Booker T. Washington
Bid Package 'B'**

Public notice is hereby given that sealed bids for the following prime contract will be received for the construction of KCCS Booker T. Washington located in Dover, Delaware. Bids will be received at the Capital School District Offices located at 198 Commerce Way Dover, Delaware 19904-8210 until 3:00 p.m. local time on Thursday, August 13, 2015, at which time they will be publicly opened and read aloud. *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of two (2) calendar days' notice to the Bidders.

Contract: BTW - 17 - Technology

Documents may be viewed and downloaded at the following FTP site after 4:00 p.m. on Monday, July 27, 2015:

bids.ediscompany.com

Log in: bookert

Password: edis0904

It is the responsibility of each bidder to review and coordinate all project documents. This includes plans, specifications and addendums. Please email Jackie McKee at jmckee@ediscompany.com when you obtain documents via the FTP site so we can provide future bidding information to your company. Documents may be examined at the office of the Architect, ABHA 1621 N. Lincoln Street, Wilmington, DE 19806 the Construction Manager, EDiS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801; the office of Delaware Contractors Association, 527 Christiana Stanton Road, Newark, Delaware 19713; and F. W. Dodge Corporation, Conshohocken, Pennsylvania.

A bid security in the amount of 10% of the bid, plus consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Capital School District.

A pre-bid meeting will be held at Professional Development Administration Building located at 198 Commerce Way Dover, Delaware 19904-8210 on Tuesday, July 28, 2015 at 9:00 a.m. local time. Attendance is highly suggested but not mandatory.

Please contact EDiS Company, Andrew DiSabatino III at adisabatino3@ediscompany.com or 302-421-2959 with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bidding Documents include the Contract Documents, Invitation to Bid, Instructions to Bidders, the Proposal Forms, Contract, General Conditions of the Contract, Supplementary Conditions, Specifications, Plans, and any Addenda issued prior to receipt of bids.
- 1.2 All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- 1.3 "Addenda" are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- 1.4 The term Work is defined in 1.1.3 of the General Conditions.
- 1.5 A "Unit of Work" includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 01 11 00 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word "Unit" means "Unit of Work" whenever the context clearly implies "Unit of Work".
- 1.6 A "Bid" is a complete and properly signed proposal to do one or more Units of Work for the sum stipulated therein.
- 1.7 A "Bidder" is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- 1.8 A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- 1.9 General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- 1.10 The term "indicated" is a cross-reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedule" and "specified" are used in lieu of "indicate," it is for purpose of helping to locate cross reference

and no limitation of location is intended, except as specifically noted.

- 1.11 Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted” and “permitted” mean “directed by Construction Manager or Architect”, “requested by Construction Manager or Architect”, etc.
- 1.12 Where used in conjunction with Construction Manager’s or Architect’s response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term “approved” will be held to limitations of Construction Manager’s and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by Construction Manager or Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
- 1.13 The “Project Site” is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.
- 1.14 Except as otherwise defined in greater detail, term “furnish” is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- 1.15 Except as otherwise defined in greater detail, term “install” is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.
- 1.16 Except as otherwise defined in greater detail, term “provide” means furnish and install, complete and ready for intended use, as applicable in each instance.
- 1.17 An “Installer” is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.
- 1.18 The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.

2. BIDDER'S REPRESENTATION

2.1 Each Bidder in submitting its bid represents that:

1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.
3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

2.2 EVIDENCE OF REPRESENTATION

1. Submission of a Bid will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

3. BIDDING DOCUMENTS

3.1 ISSUANCE

1. Bidding documents will be available from the EDiS FTP site bids.ediscompany.com. It is the responsibility of the bidders to be aware and familiar with all Contract Documents including previously issued Bid Packages.
2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Construction Manager.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager to reach him at least seven days prior to the date of receipt of bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 SUBSTITUTIONS

1. Refer to Specification Section 01 62 00 - MATERIAL AND EQUIPMENT.
2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

3.4 ADDENDA

1. Addenda will be available at the FTP site; email will be used to notify each bidder of the addendums issued.
2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free of charge directly to them should address a letter to the Construction Manager requesting a listing on the Addenda mailing list for this Project. Such letter must include no other subject matter, must clearly identify this Project by name, and must indicate, line for line, exactly how the name and address is to be typed on the envelope. Phone requests will not be accepted. The Construction Manager will endeavor, but expressly does not promise, to mail Addenda directly to those who have properly requested. Such mailing list is for this one Project only.
3. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by fax or by U.S. Mail to the address furnished by the bidder for transmittal of mail. Faxed Addenda will be confirmed by U. S. Mail.
4. No Addenda will be issued later than three (3) 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.

4. BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.
2. The Bidder shall complete all blank spaces on the Bid form.
3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.
5. All requested quantities, unit prices and alternates shall be included as part of the bid.
6. All signatures shall be in long hand.
7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.
8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

4.2 SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked "LATE BID" and returned.
2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the

Project name, the Bidder's name and address and the Unit of Work included in the Bid.

3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.

4.3 MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for ONE HUNDRED TWENTY (120) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.
4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

5.1 OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

5.2 REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

5.3 ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.
2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

6.1 SUBMISSION OF SUBCONTRACTOR LIST

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 payment 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 the contract amount not to exceed \$10,000.

2. Upon request of the Construction Manager, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the Work not included in the subcontractors list submitted with the bid.
3. The Bidder will be required to establish to the satisfaction of the Construction Manager the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager.

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of this Contract, the Contractor agrees as follows:

- 7.1 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 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.

- 7.2 The Contractor will, in all solicitants 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.
- 7.3 The term "Contract for public works" means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- 7.4 The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

- 8.1 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.
- 8.2 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.
- 8.3 The Contractor 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.
- 8.4 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.
- 8.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified

copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that “(e)very contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly.” Further, that “(t)he 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.” Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. See Delaware Prevailing Wage Regulations VII A.2(c)”; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department’s copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

9.1 The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder’s usual sources as may be agreeable to the parties. The Owner shall be noted as the obligee.

9.2 The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner shall be noted as the obligee.

9.3 TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Construction Manager.

2. The performance and payment bonds shall be written in the form found in Section 00 61 13 Performance and Payment Bonds.

3. The required bonds shall be by an authorized agent of the bonding company and shall be accompanied by a certified and current copy of the bonding agent’s Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

10. EXECUTION OF AGREEMENT

- 10.1 The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.
- 10.2 The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.
- 10.3 The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.
- 10.4 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) 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.

11. GENERAL COMMENTS

11.1 JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.

Each Joint Venture shall be qualified and capable to complete the project with their own forces.

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 Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures 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.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the Owner.

11.2 LICENSE APPLICATION REQUIRED TO BID

A business license application must be initiated prior to or in conjunction with the submission of a bid on competitively bid contracts exceeding \$50,000; or in the case of a subcontractor, prior to the submission of a bid by the general contractor. The license application procedure may be initiated by visiting or calling the Division of Revenue.

11.3 BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding \$20,000 for construction within this state. For Division of Revenue purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

11.4 CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

11.5 STATE LICENSE AND TAX REQUIREMENTS

The 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties . . ."

11.6 RIGHT TO AUDIT RECORDS

The Owner (contracting agency) 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.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

END OF SECTION

SECTION 00 52 00 - AGREEMENT

1. SUMMARY

1.1. The Agreement Form for this Project is the American Institute of Architects Standard Form of Agreement between Owner and Contractor Construction Manager as Advisor Edition AIA Document A132 - 2009 Edition.

1.2 A copy of A132 - 2009 Edition is bound into this Project Manual following this page.

1.2.1 Under Article 5.2 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- A. All reports required of the Contract are received;
- B. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- C. Final payment is authorized by the Owner.”

END OF SECTION

DRAFT AIA® Document A132™ - 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

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

Capital School District
198 Commerce Way
Dover, Delaware 19904

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

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

KCCS - Booker T. Washington

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

EDiS Company
110 South Poplar Street, Suite 400
Wilmington, Delaware 19801

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

ABHA
1621 N. Lincoln Street
Wilmington, DE 19806

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.

This document is intended to be used in conjunction with AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Modifications, 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, mechanics' liens 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 the 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 one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be [redacted] (\$ [redacted]), subject to additions and deletions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the 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.)

§ 4.2.3 Unit prices, if any:

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

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

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

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

Item	Allowance
[redacted]	[redacted]

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

Per specifications

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

Per specifications

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.3.6 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)
N/A		

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

<>

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<>

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

<>

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

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

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

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs

which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

<< >>

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

<< >>

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

<< >>

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 20th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5

%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

- .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 five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 one hundred percent (100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

In addition to retainage, 3.5% will be withheld for closeout documents. This shall appear as a line item on the application for payment.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price – NOT USED

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price – NOT USED

§ 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 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

As described in the contract documents.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, 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 Architect.)

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, 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 A232–2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

<< >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 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)

Sean Sokolowski
Capital School District
198 Commerce Way
Dover, Delaware 19904-8210

§ 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 A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract: SECTION 007300 - SUPPLEMENTARY CONDITIONS

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 are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

<< >>

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

<< >>

- .4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 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 A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

See Section 00 61 13 Performance and Payment Bonds and Section 00 62 16 Certificate of Insurance.

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

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

Capital School District

OWNER (Signature)

Sean Sokolowski, Business Manager
(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



**Capital School District
KCCS – Booker T. Washington
Bid Package 'B'**

SECTION 00 61 13 – BONDS

1. PAYMENT AND PERFORMANCE BONDS

1.1 Bonds must be in the following form:

1. Form of Payment Bond AIA Document A312 - 2010 (attached).
2. Form of Performance Bond AIA Document A312 - 2010 (attached).



AIA[®]

Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)
KCCS Booker T. Washington

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.



Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)
KCCS Booker T. Washington

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

SECTION 00 62 16 – CERTIFICATE OF INSURANCE

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pac). The Contractor shall use the standard "ACCORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACCORD" form in this section:

GENERAL NOTES

1. Other Insurance

- 1.1 Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.
2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:
 1. Name and Address of Insured (Contractor).
 2. Description of Operations/Locations.
3. Added Insured – Capital School District and EDiS Company
4. Certificate Holder – Capital School District

Contractors shall note that although not a part of AIA Document A232 - 2009 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
XX/XX/XX

PRODUCER
 PRODUCER INSURANCE AGENCY
 PO BOX
 PRODUCER STREET ADDRESS
 PRODUCER CITY, ST PROD ZIP

INSURER D
 SAMPLE SUBCONTRACTOR CERTIFICATE
 (REQUIRED MINIMUM INSURANCE)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: XXXXXX
 INSURER B: XXXXXX
 INSURER C: XXXXXX
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN: AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	\$
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Project: KCCS- Booker T. Washington - Capital School District and EDiS Company shall be named as Additional Insureds for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

Capital School District
 198 Commerce Way
 Dover, DE 19904

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SECTION 00 72 00 – GENERAL CONDITIONS

1. SUMMARY

- 1.1. The General Conditions for this Project is the American Institute of Architects A232-2009 Edition form for General Conditions of the Contract for Construction.
- 1.2 A copy of AIA A232-2009 General Conditions for this Project is bound into this Project Manual following this page.

END OF SECTION



Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

KCCS – Booker T. Washington

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

EDiS Company
110 South Poplar Street, Suite 400
Wilmington, Delaware 19801

THE OWNER:

(Name, legal status and address)

Capital School District
198 Commerce Way
Dover, Delaware 19904

THE ARCHITECT:

(Name, legal status and address)

ABHA

1621 N. Lincoln Street
Wilmington, DE 19806

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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 Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.1.8 **Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 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.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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 Architect, or Architect'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, Architect and the Architect'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 Article 4, the Construction Manager and the Architect do 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

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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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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 Construction Manager's and Architect's and their respective consultants' 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 Architect, after consultation with the Construction Manager. 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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.

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§ 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 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 the Project 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 Architect 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 Architect, in consultation with the Construction Manager, 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, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with 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 Construction Manager or Architect, 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 or portions thereof 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 Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

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Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at

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appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and Architect 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 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 documents shall be available to the Architect and delivered to the Construction Manager 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 Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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 Architect. The Owner and the Architect 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 Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect 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

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime 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's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect 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, Construction Manager and Architect 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, Architect, or Construction Manager. 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 Architect through the Construction Manager.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **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 Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

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required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The 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.

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 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 Construction Manager for review by the Owner, Construction Manager and Architect 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

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Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 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's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect 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 own forces or other Multiple Prime Contractors' 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 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, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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

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

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

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

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

§ 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 Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 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 Construction Manager 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 Construction Manager 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 Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect 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 issued through the Construction Manager 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 Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

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§ 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, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, 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 Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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 Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager or Architect 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 Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques,

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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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 Architect or Construction Manager withholds certification for payment under Section 9.5.1, 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 Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect.

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

§ 9.6.3 The Construction Manager 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 Owner, Construction Manager and Architect 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, Construction

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Manager nor Architect 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute 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.

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§ 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 and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (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.

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§ 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than 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 Architect through the Construction Manager 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 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;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

§ 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, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

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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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager and Architect.

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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, Construction Manager and Architect 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 a 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, Construction Manager and Architect 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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, Construction Manager, Architect, their 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.

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§ 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 which 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; and
- .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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 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 Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the

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Architect'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 the Architect's, Contractor's, and Construction Manager'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, Construction Manager, 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.

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§ 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, adjoining 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 Construction Manager, Architect, Architect'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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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 distribution of insurance proceeds in accordance with the direction of the arbitrators.

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§ 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 one of the other Contractors 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 Construction Manager or Architect 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the

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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, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect 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 Construction Manager, Architect, 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 Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect 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 Construction Manager's and Architect'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 Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect 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 the 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 the 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 Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, 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.

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§ 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, Construction Manager and Architect, 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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, after consultation with the Construction Manager, and 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 Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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:

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- .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 this 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 Construction Manager and Architect, if the Construction Manager and or Architect 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

§ 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

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- .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 Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim 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 Architect and Construction Manager, if the Architect or Construction Manager 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.

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§ 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.

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§ 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.

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SECTION 007300 - SUPPLEMENTARY CONDITIONS

1. GENERAL CONDITIONS

1.1. The General Conditions of the Contract for Construction, AIA Document A232 - 2009 Edition, Articles 1 through 15 inclusive, is a part of this contract and is bound herewith.

1.2. References to Articles herein are to Articles in A232 – 2009 Edition.

2. SUPPLEMENTARY CONDITIONS

2.1. The following provisions modify, change, delete from or add to AIA Document A232 - 2009 Edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

3. REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

3.1. Certain provisions of Division 1 GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.

3.2. Articles affected are cross referenced in the various Sections of Division 1.

3.3. ARTICLE 1 - GENERAL PROVISIONS

A. Delete the third sentence in paragraph 1.1.1

B. Sub-paragraph 1.1.1 The Contract Documents: Add the following sentence:

“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.”

C. Add the following subparagraph:

1.1.9 Terms and Definitions

The following definitions apply to the terms listed below as used on the Drawings and in the Project Manual:

Provide: Furnish and Install

Approved: Approved by Architect or authority enforcing standards

Described: Refer to Project Manual

Specified: Refer to Project Manual

Shown: Refer to Drawings

3.4 ARTICLE 2 – OWNER

A. To Subparagraph 2.2.2 – 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 costs for any repairs required, out of failure to accurately identify said utilities.”

B. Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor three (3) sets of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage, and handling.

3.5 ARTICLE 3 – CONTRACTOR

A. Paragraph 3.1 – General, Sub-paragraph 3.1.1: Add the following sentences:

“This definition applies to each Contractor having an agreement with the Owner.”

“The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contracts related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.”

B. 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 Architect.

C. Paragraph 3.4 - Labor and Materials:

Add the following Paragraphs:

- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.
- 3.4.7 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 Manger 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 or requests for adjustment of the Contract Sum will be denied.
- 3.4.8 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 the Work, who shall maintain coordination at all times.

F. Paragraph 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 one year 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 sole 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 one year above, and are particularly so stated in the 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.

G. Paragraph 3.7 - Permits, Fees, Notices, and Compliance with Laws

Add the following subparagraphs:

3.7.6 Where the local law at the site of the building requires a Certificate of Occupancy, the Construction Manager shall obtain and pay for this Certificate through the Owner and deliver it to the Owner.

3.7.7 The general building permit for all components of the entire project will be obtained from the applicable authority and paid for by the Owner through the Construction Manager.

H. Paragraph 3.12 - Shop Drawings, Product Data and Samples

Add the following subparagraph:

3.12.11 Refer to Section 013300, SUBMITTAL PROCEDURES, for detailed requirements.

I. Paragraph 3.15 - Cleaning Up

Add the following subparagraph:

3.15.3 Refer to Section 011100, SUMMARY OF WORK, for detailed requirements.

3.6 ARTICLE 4 – ARCHITECT AND CONSTRUCTION MANAGER

A. Paragraph 4.1 – General, Sub-paragraph 4.1.1: Add the following sentence:

“The Architect will have no full-time project representative on this project.”

3.7 ARTICLE 5 - SUBCONTRACTORS

- A. Paragraph 5.2 - Awards of Subcontracts and Other Contracts for Portions of the Work, Sub-paragraph 5.2.3: Add the following to the end of the first sentence:

“, subject to the statutory requirements of 29 Delaware Code 6962(d)(10)b.3,4.”

- B. Add the following subparagraph:

5.2.5 Delaware State law provisions concerning naming and use of Subcontractors supersede any foregoing provisions of Paragraph 5.2 where such provisions are in conflict with Delaware State Law. Refer to provisions in Section 002113 INSTRUCTIONS TO BIDDERS.

3.8 ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

- A. Paragraph 6.1 - Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

Add the following subparagraph:

6.1.4 Refer to Section 011100, SUMMARY OF WORK, for detailed requirements.

3.9 ARTICLE 7 - CHANGES IN THE WORK

- A. Paragraph 7.2 - Change Orders

Add the following subparagraphs:

7.2.4 See Section 01 26 00, CHANGE ORDER PROCEDURES, for detailed requirements.

7.2.5 In the event that work is performed under the provisions of paragraph 7.3.3, the Owner will reimburse the Contractor for all costs directly incurred in the performance of the Work, plus overhead and profit as follows: Costs shall include the cost of materials including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; bond premiums, rental value of power tools, equipment and machinery. Overhead shall include the following: supervision, superintendent, wages of time keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost". All such overhead shall be directly attributable to the change. As applied to Change Orders, overhead and profit shall be as follows:

1. For extra work performed by the Contractor with his own forces, 10% for overhead and 5% for profit.

2. For work done by a subcontractor, 10% for overhead and 5% for profit to which the Contractor may add an additional 7.5% for his overhead and profit combined.
3. For work deleted by a Change Order or where reductions in costs are involved, no item for overhead or profit shall be included in the computation. Change Orders shall have additions and deductions figured separately without overhead and profit added. The smaller amount shall then be deducted from the larger to determine the net value of the change. If the net results in an addition to the Contract Sum, the above overhead and profit items shall be added to the net increase only.

3.10 ARTICLE 8 - TIME

A. Paragraph 8.2 - Progress and Completion

Delete subparagraph 8.2.3 in its entirety and substitute the following:

8.2.3 Refer to Section 011100 SUMMARY OF WORK and Section 01 32 16 CONSTRUCTION PROGRESS SCHEDULE, for detailed requirements. Work shall commence immediately upon the Contractors receipt of a letter of intent from the Construction Manager.

B. Add the following subparagraphs:

8.2.4 The Contractor guarantees and warrants that there will be sufficient tradesmen on the job each day to ensure that there will be no interruption of work. If the Construction Manager in his sole discretion decides that the work and the progress of the job has been impeded because of the Contractor's inability to supply tradesmen for the job, the Construction Manager may terminate the contract with forty-eight (48) hours notice. [COORDINATE THIS WITH THE TERMINATION CLAUSE. ARTICLE 14.2.2 STATES THERE WILL BE A 7 DAY WRITTEN NOTICE BY THE OWNER.]

8.2.5 If the Work falls behind 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.

B. Paragraph 8.3 – Delays and Extensions of Time

Add the following subparagraph:

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 its rights under the Contract.

3.11 ARTICLE 9 - PAYMENTS AND COMPLETION

A. Paragraph 9.2 - Schedule of Values

Add the following sentence to subparagraph 9.2.1:

"Refer to Section 013300, SUBMITTAL PROCEDURES, for submittal requirements."

Add the following subparagraphs:

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

9.2.3 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 3.5% of the initial contract amount.

B. Paragraph 9.3 - Applications for Payment

Add the following Subparagraph:

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.

C. Paragraph 9.5 – Decisions to Withhold Certification

Add the following to Subparagraph 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.

D. Paragraph 9.6 - Progress Payments

Delete subparagraph 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 of Payment.

3.12 ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Subparagraphs:

- 10.1.1 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 Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time bases. 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 meeting by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

3.13 ARTICLE 11 – INSURANCE AND BONDS

A. Paragraph 11.1 – Contractor's Liability Insurance

Subparagraph 11.1.1: Make the following change:

- 11.1.1 In the first line following DELETE the phrase "lawfully authorized to do business in the jurisdiction in which the Project is located" and INSERT the phrase "licensed to do business in the state of Delaware".

B. Subparagraph 11.1.2: Delete entirely and insert the following:

- 11.1.2 "The insurance required by subparagraph 11.1.1 shall be written for not less than the following or as required by law, whichever is greater.

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for contracts under this bid pac). The Contractor shall use the standard “ACORD” form titled “Certificate of Insurance” in submitting his liability insurance limits. The required limits to be inserted in the “ACORD” form are as follows:

The Contractor shall purchase and maintain at all times throughout the term of this Agreement without interruption and, at the least, from the date of the commencement of the Work until the date of final payment or the date insurance coverage is required to be maintained after final payment to the Contractor under this Agreement, whichever is later, the following insurance coverages (with the specified limits of liability) and shall provide to the Construction Manager the complete policies for such insurance coverages upon the request of the Construction Manager:

11.1.2.1 Commercial General Liability (“CGL”) coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the “annual aggregate”.

11.1.2.1.1 If the CGL coverage contains a “General Aggregate Limit”, such General Aggregate Limit shall apply separately to each project of the Contractor, specifically including this Project.

11.1.2.1.2 CGL coverage shall be written on ISO Occurrence Form CG 00 011093, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations and personal and advertising injury.

11.1.2.1.3 EDiS Company, Owner and all other parties required by EDiS Company shall be included as additional insureds on the CGL using Additional Insured Endorsements that provide coverage for both ongoing and completed operations. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The CGL coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.

11.1.2.1.4 Contractor shall maintain CGL coverage for itself and all additional insured for the duration of the Project and maintain Completed Operations coverage for itself and each additional insureds for at least three (3) years after completion of the Work, using Additional Insured Endorsements that provide Completed Operations Coverage.

- 11.1.2.2. Business Automobile Liability (“BAL”) coverage with combined single limits of at least \$1,000,000 (per occurrence).
 - 11.1.2.2.1 BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 11.1.2.2.2 BAL coverage shall be written on an occurrence basis.
 - 11.1.2.2.3 Construction Manager, Owner and all other parties required by the Construction Manager shall be included as additional insureds on the BAL coverage. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The BAL coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.
- 11.1.2.3. Commercial Umbrella (“CU”) coverage with limits of at least \$5,000,000.
 - 11.1.2.3.1 CU coverage shall be written on an occurrence basis.
 - 11.1.2.3.2 Construction Manager, Owner and all other parties required by the Construction Manager shall be included as additional insureds on the CU coverage for both ongoing and Completed Operations. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The CU coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.
- 11.1.2.4 Workers’ Compensation shall be maintained to protect against claims under the workers’ compensation act with limits of at least \$500,000 for each accident. Employers’ Liability coverage will also be maintained with limits of at least \$500,000 for each accident for bodily injury including death and disease.
 - 11.1.2.4.1 WCEL coverage shall be written on an occurrence basis.
 - 11.1.2.4.2 Where applicable and/or as required by the construction manager, the U.S. Longshoremen and Harborworkers’

Compensation Act endorsement shall be included as part of the WCEL coverage and attached to the policy for WCEL coverage.

- 11.1.2.4.3 Where applicable and/or as required by the Construction Manager, the Maritime Coverage Endorsement shall be included as part of the WCEL coverage and attached to the policy for WCEL coverage.
- 11.1.2.5 The Contractor shall provide property insurance necessary for the protection against loss of owned, rented or borrowed capital equipment and tools, including tools owned by employees, and any tools, equipment staging towers and forms owned, rented or borrowed by the Subcontractor. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as Additional Insureds under the Contract Documents. Contractor shall ensure that any subcontractor employed by him similarly carries sufficient insurance to protect that subcontractor’s property.
- 11.1.2.6 Contractor waives all rights against the Construction Manager, Owner and all their agents, officers, directors and employees for recovery of damages to the extent those damages are covered by any of the insurance coverages purchased and maintained by the Contractor.
- 11.1.2.7 Contractor shall provide the Construction Manager with appropriate certificates of insurance coverages evidencing that the insurance coverages required herein are valid and in full force and effect at least thirty (30) days before the Contractor performs any Work and before the Contractor or any of its agents, subcontractors or employees enters upon the job site. Each such certificate of insurance and the actual insurance policy for each insurance coverage required herein shall contain a provision that the coverage and protection afforded under the policy will not be canceled or modified or allowed to expire without at least thirty (30) days’ prior written notice to the Construction Manager.
- 11.1.2.8 Each policy of insurance coverage purchased and maintained by the Contractor herein shall be so purchased and maintained from or by an insurance company properly and fully authorized and licensed to do business and to issue policies of insurance in the state in which the Project is located.
- 11.1.2.9 Each policy of insurance coverage purchased and maintained by the Contractor herein shall provide that the insurer shall defend any suit or action against the Construction Manager and/or Owner and their agents, officers, directors and employees and hold them harmless, even if such suit or action is frivolous or fraudulent. Such policy also shall provide the Construction Manager and Owner the right to engage their/its own attorney(s) for the purpose of defending any legal action against the

Construction Manager and/or Owner and their agents, officers, directors and employees, and that the Contractor shall indemnify and hold harmless the Construction Manager or Owner, and their agents, officers, directors and employees, for costs and expenses, including attorney’s fees, arising out of or incurred in defending such suit or action.

- 11.1.2.10 The purchase, maintenance or issuance of insurance coverage of any type by the Contractor or the Construction Manager or Owner as required herein or otherwise, shall not be deemed or construed to release, limit, waive or discharge the Contractor from any or all of the obligations and risks imposed by the Agreement upon the Contractor. Neither shall any forbearance nor omission by the Construction Manager to require proof of insurance coverages or certificates of insurance or to obtain or review any policies of insurance coverage from the Contractor before permitting the Contractor to proceed or continue with the Work be deemed a waiver of the Construction Manager’s rights or the Contractor’s obligations regarding the provision of insurance coverage under this Agreement.
- 11.1.2.11 Waiver of Subrogation. Subcontractor hereby waives any and all rights of recovery against the Construction Manager, Owner and their respective officers, members, agents, employees, and insurance companies occurring on or arising out of Contractor’s Work to the extent such loss or damage is covered by proceeds received from insurance required under this Agreement to be carried by the Contractor.
- 11.1.2.12 Contractor hereby certifies that it has furnished to its insurance provider(s) a copy or copies of the foregoing insurance requirements (all the applicable requirements of Section 9. hereof) (“requirements”), and Contractor, for and on behalf of itself and its insurance provider(s), certifies and agrees that all insurance coverages (including but not limited to the types, limits, periods of coverage, endorsements and policies applicable or in regard thereto) provided to the Construction Manager hereunder are in accordance and full compliance with the requirements, as reasonably determined and interpreted by the Construction Manager. Contractor, to the fullest extent permitted by applicable law, shall defend, indemnify and save harmless the Construction Manager, Owner and their respective successors, assigns, directors, officers, agents and employees from and against any and all damages and losses, without limitation, including attorneys’ fees and costs caused by, arising out of or resulting from the Contractor or its insurance provider(s) refusal or failure to provide all the insurance coverages (including but not limited to the types, limits, periods of coverage, endorsements and policies applicable or in regard thereto) required hereunder, to comply in any respect with the requirements, and/or to fully honor and abide by any of the certifications and/or agreements set forth in this section.

3.14 ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

A. Paragraph 12.2 – Correction of Work

Add the following Subparagraph to 12.2.2:

12.2.2.4 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 the defects 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.

3.15 ARTICLE 13: MISCELLANEOUS PROVISIONS

A. 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 States of America, the Contract shall notify the Architect and Owner immediately upon discovery.

Add the following Articles and Paragraphs:

3.17 ARTICLE 16 - PREFERENCE FOR DELAWARE LABOR (NEW ARTICLE)

16.1 The Contractor shall comply with the following provisions of Delaware Code, Title 29, Chapter 69, Section 6910:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen 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. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

3.18 ARTICLE 17 - LICENSE AND TAX REQUIREMENTS (NEW ARTICLE)

- 17.1 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 State Tax Department, within 10 days after award of contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties. The Contractor, before the payment of any award or amount payable to any Contractor or subcontractor not a resident of Delaware, shall ascertain from said non-resident Contractor or subcontractor and/or the State Tax Department, whether he has obtained a license and satisfied his liability paid by the non-resident Contractor or subcontractor, the Contractor shall deduct from the award the amount payable to said non-resident contractor or subcontractor the amount of said license liability and shall pay same to the State Tax Department within 10 days after final payment and settlement with the non-resident Contractor or subcontractor.
- 17.2 Taxes: The Contractor shall pay all sales, consumer, use and other taxes required by law.
- 3.19 ARTICLE 18 - PREVAILING DELAWARE WAGE RATES (NEW ARTICLE)
- 18.1 In accordance with Delaware Code, Title 29, Chapter 69, Section 6960, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- 18.2 This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- 18.3 It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- 18.4 Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.

Capital School District
KCCS – Booker T. Washington
Bid Package ‘B’

18.5 "In accordance with Delaware Code, Title 29, Section 6960 as amended January 24, 2008, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."

18.5.1 A Payroll Report, available from the Department of Labor is to be used to provide this information.

END OF SECTION

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- 1.1. In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- 1.2. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- 1.3. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- 1.4. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- 1.5. "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."
 - 1.5.1 A Payroll Report, available from the Department of Labor is to be used to provide this information.
- 1.6. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION



225 CORPORATE BLVD.
SUITE 104
Newark, DE 19702

Telephone (302) 451-3423
Fax (302) 368-6604

Division of Industrial Affairs Office of Labor Law Enforcement

FACSIMILE TRANSMITTAL SHEET

DATE: 07/16/2015
FAX NO: (302) 421-5715
NO. OF PAGES: 3

TO: Mr. Andrew DiSabatino
Project manager
Edis Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19805

Re: BTW-17 KCCS Booker T Washington Elementary School, Kent County, DE

FROM: David G. Burns, Labor Law Enforcement Officer I

This facsimile is intended for the use of the addresses named herein CONTAINS PRIVILEGED and CONFIDENTIAL information.

COMMENTS

CERTIFIED RATES



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

July 16, 2015

Mr. Andrew DiSabatino
Project manager
Edis Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19805

Re: BTW-17 KCCS Booker T Washington Elementary School, Kent County, DE

Dear Mr. DiSabatino:

I am responding to your request for a category determination for the BTW-17 KCCS Booker T Washington Elementary School, which is a state funded construction project located in Kent County, DE. The work consists of Special Systems including security, A/V equipment and tying into existing intercom system. You estimate the total cost of construction for this project to be \$150,000.00.

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 13, 2015, 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 black 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

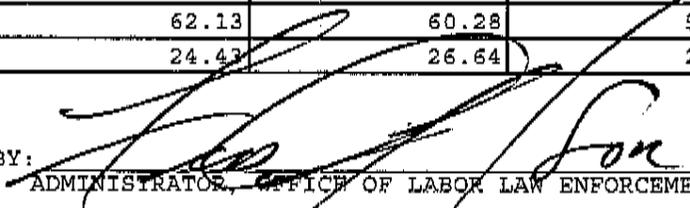
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	37.29
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	47.47	65.23	51.80
PAINTERS	43.04	44.94	44.94
PILEDRIVERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	43.88	58.31	24.13
ROOFERS-COMPOSITION	21.82	20.45	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	13.72	14.10
SHEET METAL WORKERS	47.05	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FNRS	54.11	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	62.13	60.28	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 7/16/15

BY: 

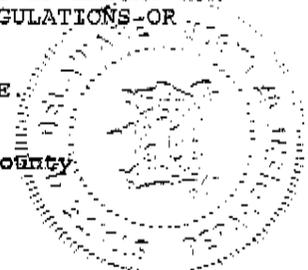
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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: BTW-17 KCCS Booker T Washington Elementary School, Kent County



SECTION 01 21 00 - ALLOWANCES

1. RELATED DOCUMENTS

- 1.1 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.
- 1.2 Refer to provisions in AIA General Conditions A201/CMa – 1992 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION WHERE THE CONSTRUCTION MANAGER IS NOT A CONSTRUCTOR, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 01 11 00 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- 1.5 Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- 1.6 Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- 1.7 Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- 2.1 The amount of each allowance includes:
 - A. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
 - B. Delivery to the site.
 - C. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
 - D. Applicable taxes.

- E. Profit and overhead.
- 2.2 In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
- A. Handling at the site; including unloading, uncrating and storage.
 - B. Protection from the elements and from damage.
 - C. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 - D. Other expenses required to complete the installation.
 - E. Contractor's and Subcontractor's overhead and profit.
- 2.3 Refer to Scope Information Sheets under Section 01 11 00 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.
- A. Section 02072: Provide labor under direction of CM.
3. ADJUSTMENT OF COSTS
- 3.1 Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
- A. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
- 3.2 At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

**Capital School District
KCCS – Booker T. Washington
Bid Package 'B'**

SECTION 01 22 00 - UNIT PRICES

1. GENERAL PROVISIONS

- 1.1 The general provision 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.
- 1.2 Refer to provisions in A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

2. BASE BID

- 2.1 The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- 2.2 The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

3. UNIT PRICES

- 3.1 State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- 3.2 See Section 00 21 13, INSTRUCTIONS TO BIDDERS for related information.
- 3.3 For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- 3.4 Where both add and deduct unit prices are requested, there shall not be more than a 10% variation between the two.

4. APPLICATION OF UNIT PRICES

- 4.1 Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

- 5.1 Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.

**Capital School District
KCCS – Booker T. Washington
Bid Package 'B'**

5.2 At the Contractor's option, and at his expense, measurement may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

N/A

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

- 1.1 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.
- 1.2 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- 1.4 It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER:

- 2.1 Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
 - A. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
 - B. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
 - C. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a

change order request.

- 2.2 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.
3. PROCESSING A CHANGE ORDER:
- 3.1 The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.
- 3.2 The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet.
- 3.3 In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
- 3.4 "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, FICA, and unemployment insurance.
- A. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.
 - B. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.
 - C. "FICA" is the costs association with Social Security and Medicare insurance.
 - D. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.
- 3.5 "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.
- 3.6 In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.
- 3.7 Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must

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Bid Package 'B'

submit the information as follows:

- A. Create a new change order, from your "To-Do List" by clicking on the "Create Doc" tab in the upper left corner and select "Change Order Request".
- B. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
- C. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
- D. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request.
- E. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

It is to be clearly stated that no extra work shall commence without an approval from the **Owner or Construction Manager** or Owner's representative.

END OF SECTION



CHANGE ORDER DETAIL FORM
 (Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME:

CHANGE ORDER REQUEST #:

LABOR SECTION			
TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Subtotal			

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

SUBTOTAL	
SUBCONTRACTOR/ SUB TIER*	
OH & PROFIT (10% on sub/sub tier only)	
BOND COST	
OH & PROFIT (15% on own work)	
GRAND TOTAL	

SECTION 01 26 13 - CONTRACTOR COMPENSATION

1. GENERAL

- 1.1 The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and profit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

- (a) 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
 - (b) For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
 - (c) Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- 1.2 When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

SECTION 01 29 00 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- 1.1 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.
- 1.2 Refer to provisions in either AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

- 2.1 Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

3. RELATED REQUIREMENTS

- 3.1 Owner-Contractor Agreement.
- 3.2 Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- 3.3 Section 01 31 13: Project Meetings
- 3.4 Section 01 33 00: Submittals
- 3.5 Section 01 77 00: Contract Closeout

4. FORMAT AND DATA REQUIRED

- 4.1 Submit Schedule of Values and itemized applications through the Building Blok System.
- 4.2 Provide itemized data on Continuation Sheet:
 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

**Capital School District
KCCS – Booker T. Washington
Bid Package ‘B’**

5.1 Schedule of Values and Applications for Payment to be processed through the Building Blok Management Program.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

6.1 Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

7.1 Complete Invoice:

1. Submit completed Application to the Construction Manager by the 20th of each month.

7.2 To be submitted through the Building Blok Management Program.

END OF SECTION

SECTION 01 31 13 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

1.1 An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

2.1 Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.

2.2 The representative of the Contractor shall be the Project Manager and field superintendent, unless a substitute representative has been approved by the Construction Manager.

2.3 Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site, and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

3.1 The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.

3.2 At a minimum, the Contractor shall be prepared to discuss the following:

1. Actual vs. as planned progress for the prior two week period.
2. Planned construction activities for the next four weeks.
3. Contract document clarifications.
4. Coordination items with other contractors.
5. Quality Control.
6. Recently issued change orders.
7. Potential change orders.
8. Submittals and shop drawings.
9. Other items requiring Construction Manager's attention.

END OF SECTION

SECTION 01 31 19 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

1.1 An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

2. ATTENDANCE

2.1 Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

2.2 The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

3. SUBMITTALS

3.1 Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

4. LIST OF REQUIRED MEETINGS

- Sitework – Erosion and Sediment Control
- Sitework
 - Bulk Grading
 - Asphalt Paving
 - Concrete Curbs, Gutters, & Sidewalks
- Landscaping
- Site Utilities
- Foundations & Concrete Slabs
- Underslab Utilities
- Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
- Roofing OSHA mandated Safety Meeting

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- Building Envelope
 - Exterior Structural Stud Assembly
 - Masonry & Stone
 - Curtain Wall/Glazing/Storefronts
- Doors/Frames/Hardware
- Interior Glass and Glazing
- Finish Carpentry & Millwork
- Acoustical Ceilings/Acoustical Wall Panels
- Paint and VWC
- Flooring (VCT, Carpet)
- Terrazzo Flooring
- Hydraulic Elevators
- Kitchen Equipment
- Athletic Courts and Equipment
- Partition Walls
 - Metal Studs
 - Drywall
 - Insulation
 - Doors/Frames/Hardware
- Loading Dock Equipment
- Hydraulic Elevators
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
 - Ansul System
- MEP Coordination
 - Mechanical Piping Roughin
 - Plumbing Roughin
 - Insulation
 - Electrical Roughin
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning
- Voice/Data Low Voltage Wiring
- Security System
- Audio-Visual Equipment
- Owner Furnished Equipment
- Final Cleaning

5. AGENDA

- 3.1 At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:

Capital School District
KCCS – Booker T. Washington
Bid Package 'B'

PROJECT: _____

PRE-INSTALLATION MEETING : (Insert Phase of Work)

A. ATTENDEES:

<u>NAME</u>	<u>COMPANY</u>	<u>WORK ITEM</u>	<u>CONTRACT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. TESTING & INSPECTION REQUIREMENTS *(THESE REQUIREMENTS COME FROM THE PROJECT MANUAL)*

C. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS

<u>Drawing / Spec No.</u>	<u>Comments / Conflicts</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

D. REVIEW SCOPES OF WORK *(SEE SECTION 01010 IN THE PROJECT MANUAL)*

E. REVIEW RELEVANT RFI'S

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F. REVIEW SUBMITTALS (*SEE THE SUBMITTAL REGISTER*)

G. REVIEW MATERIALS AND DELIVERIES

H. JOB SITE SAFETY (*SEE THE CONTRACTOR'S SAFETY PROGRAM OR OSHA*)

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
 - Excavations >4 ft
 - Slips/trips/falls
 - Existing utilities to remain and protected
 - Overhead debris
 - Power tools
 - Heavy equipment

I. COORDINATION WITH OTHER TRADES

J. ACTION ITEMS AND RESPONSIBILITY

END OF SECTION

SECTION 01 31 25 – WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- 1.1 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.
- 1.2 Refer to provisions in AIA Document A232 - 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- 1.5 Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- 2.1 System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- 2.2 Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- 2.3 Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- 2.4 Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- 3.1 The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- 3.2 The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.

3.3 In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (ex. meeting minutes, draft pay applications, etc.).

4. QUALITY ASSURANCE

4.1 A training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.

4.2 Technical assistance will be provided by on-line help, email, or telephone for all Users throughout the life of the project.

5. SUBMITTALS

5.1 Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:

- a. Electronic logo of organization (as needed)
- b. Names, mailing address and electronic address of its Users and Contacts.
- c. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

6.1 Each User shall provide and maintain a computer with high speed internet access and an email address. The computer shall have a high speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.

6.2 License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

7. SYSTEM DESCRIPTION

7.1 The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing

and postage costs and the time associated with such activities.

- 7.2 The system contains a directory of the project participants.
- 7.3 The system includes templates, with the CM’s letterhead, for each document created inside the system. The template allows the use of “pull down” menus to complete significant portions of each document.
- 7.4 The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- 7.5 The System contains “translation software” to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- 7.6 The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User’s business needs.
- 7.7 The system is the product of Building Blok, LLC (www.buildingblok.com) and will be continuously updated.
- 7.8 The Construction Manager will administer the Building Blok User accounts for this project.

8. DOCUMENTS CREATED INSIDE THE SYSTEM

- 8.1 The following documents shall be created on templates inside the system.
 - a. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
 - b. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
 - c. Submittal Log: The CM will maintain submittal log after it is initialized.
 - d. RFI (Requests for Information)
 - e. Change Orders
 - f. RFP (Requests for Proposal)
 - g. ASI (Architect’s Supplemental Instructions)
 - h. Tasks & Memos as determined by the CM
 - i. Payment Applications
 - j. Closeout Tracking Log
- 8.2 The following documents may, at each Users option, be created on the system.
 - a. Morning & Afternoon Activity Reports generated by the system
 - b. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
 - c. Reports of information on the system

- d. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

9.1 The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
- b. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
- d. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
- e. Change Orders: (The "pencil" review of these documents can occur inside the system.)
- g. Schedules: The schedule document(s) will be available for review on the system.
- h. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

10.1 The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
- b. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
- c. Meeting minutes will be created using Microsoft Word 2010 and distributed through hard copies at meetings or through email.
- d. AIA closeout documents, which require an "original" signature, will be created and distributed outside the system.

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

- 1.1 Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- 1.2 The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightning and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- 2.1 After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager’s approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor’s Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery and installation. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.
- 2.2 The Construction Manager shall review the Contractor’s Work Schedule, coordinate it with the separate work by other contractors, the Owner and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule. The approved Project Construction Schedule shall be issued to the Contractor and the Contractor shall perform his Work in conformity therewith.
- 2.3 The Contractor shall submit proposed schedule revisions and obtain the written

approval of the Construction Manager therefore before deviating from the Project Construction Schedule. Work to start September 2015 and be complete and functional by December 2015.

- 2.4 The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule, and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary.
- 2.5 Project will commence immediately upon award. Project will be completed prior to 31 December 2015.

3. ADHERENCE TO THE SCHEDULE

- 3.1 The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- 3.2 If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment and materials and/or overtime as the Construction Manager may deem necessary. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- 3.3 Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.

END OF SECTION

SECTION 01 32 19 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- 1.1 The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor’s, manufacturer’s or fabricator’s drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- 1.2 The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- 1.3 Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager; An electronic Excel format document identifying the complete submittal register for future project submittals. The register shall contain a list of each item of equipment and material of each type for which fabricator’s drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- 2.1 Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- 2.2 Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor’s Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer’s or Fabricator’s Name and Product Identifier.

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END OF SECTION

SECTION 013226 - CONTRACTOR DAILY REPORTS

1. CONTRACTOR DAILY REPORTS

1.1 The Contractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:

1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
2. Extra Work (Time and Material) in progress.
3. Materials Received.
4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
5. *Inspection Checklist (performed daily).*

1.2 The Contractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

2.1 The Contractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.

2.2 A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.

2.3 The Contractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. Sample Daily Report

3.1 A sample daily report follows this section for your reference.

END OF SECTION



CONTRACTOR'S DAILY REPORT

Project Name: _____

Date: _____

Contractor: _____

Contract No. & Description: _____

Weather: _____

Foreman's Name (Print) _____

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
TOTAL				

* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned: _____

Construction Equipment: _____

Qualified Operator(s) _____

Deliveries or Materials: _____

Machinery, tools, material, and equipment to be used: _____

Inspection of work area, machinery, tools, material, or equipment _____

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Please See Other Side

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDis Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

House Keeping

- Material Storage Area's Orderly
- Trash Containers Available and Emptied daily
- Fire Hazards
- Lighting and ventilation
- Exits and Stair clear passage
- Walkways, corridors clear passage
- Daily debris /trash removal
- _____

Personal Protective Equipment

- Hard Hats being worn
- Safety Glasses with side shields being worn
- Secondary Eye/Face protection
- Respirators as required
- Hand protection when needed
- Ear protection when needed
- Inspected & Maintained
- _____

Fire Prevention

- Fire extinguishers inspected
- Flammable / Combustibles properly store
- Approved Fuel cans used and labeled
- Oxygen / Acetylenes stored properly
- _____

Electrical

- GFI in use
- Three prong insulated extension cords used
- Extension cords in good condition
- Lockout / Tag-out program in use
- _____

Excavations

- Miss Utility been contacted
- Properly Barricaded
- Ladders in use at depths over 4'-0"
- Ladders every 25'-0" distance
- Shored, sloped, benched as required
- Dewatering as needed
- _____

Ladders

- Good condition
- Correct pitch
- Extends 3'-0" above landing
- Open and secured / tied off
- _____

Scaffolds

- Certified Scaffold Installer
- Guardrails, toe boards, and planking secured
- Appropriate signage
- Adequate cross bracing
- Secured to building over 25'-0" in height
- _____

Cranes

- Rated Load Capacity available in cab
- Swing Radius barricaded
- Appropriate certificates / decals / hand signals
- Daily safety inspection log completed
- _____

Fall Protection

- Fall protection plan on file
- Full harness / shock absorbing lanyard used
- Anchoring points secured
- Perimeter barricades
- Open sided floor protection
- 6'-0" Tie-off utilized
- _____

Paperwork

- MSDS Information
- Contractors Safety Program
- Hazardous Communications Training
- Hazardous Communications Program
- Contractor Qualified Representation
- _____

Other

- _____
- _____

Foreman / Competent Person:

Print Name _____

SECTION 01 33 00 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

1.1 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.

2. ITEMS TO BE SUBMITTED AT START OF WORK

2.1 Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.

2.2 Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.

2.3 Contractor's License: Submit a copy of all business licenses required by local and state agencies.

2.4 Contractor's Schedule of Values: Submit for approval within 21 days after the Agreement is signed through the Building Blok Management Program.

2.5 Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.

2.6 Submittal Schedule: In Excel electronic format within 21 days after the Agreement is signed. See provisions in this Section.

2.7 Products List: In Excel format for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

3.1 Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.

3.2 If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

4.1 See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. SUBMITTALS

5.1 All submittals shall be directed to the Construction Manager utilizing the Building Blok Management System.

5.2 Prepare a Submittal's Schedule in Excel electronic format for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittals.
2. The dates submittals will be required for Owner-furnished products.
3. The date approved submittals will be required from the Architect.

5.3 Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

6.1 Conform to provisions in General Conditions applying to Shop Drawings.

6.2 Present in a clear and thorough manner.

1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
2. Submit through the Building Blok Management System.

7. PRODUCT DATA

7.1 Conform to provisions in General Conditions applying to Product Data.

7.2 Preparation:

1. Clearly mark each copy to specifically identify products or models pertinent to project.

2. Show performance characteristics and capacities.
3. Submit through the Building Blok Management System.
4. Show dimensions and clearances required.
5. Show wiring or piping diagrams and controls.

7.3 Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

8.1 Conform to provisions in General Conditions applying to Samples.

8.2 Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. Submit through the Building Blok Management System.

8.3 Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

9.1 Make submittals promptly through the Building Blok System in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor.

9.2 Number of submittals required.

1. Shop drawings and Product Data: All submittals through the Building Blok Management System, shop drawings for temporary steel, steel and miscellaneous steel, MEP shop drawings shall also provide one (1) paper copy for approval and ultimate use by the Construction manager for field verification. Any additional copies required by the Contractor shall be made by him.

2. Samples: Submit four (4) each. Submit all data and pictures of samples through the Building Blok Management System. Physical samples to be noted on Building Blok submittal and supplied to Construction Manager for processing. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

9.3 Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.

9.4 Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.

10. RESUBMISSION REQUIREMENTS

- 10.1 Make any corrections or changes in the submittals required by the Architect and resubmit until approved.

10.2 Shop drawings and Product Data:

1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
2. Indicate any changes which have been made other than those requested by the Architect.

10.3 Samples: Submit new samples as required for initial submittal.

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

11.1 The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp through Building Blok to:

1. Contractor that made submittal.
2. Jobsite File.
3. Record Document File.
4. Other Contractors, as required for coordination.

11.2 The Construction Manager will distribute samples as required.

11.3 The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:

1. Subcontractors.
2. Suppliers.
3. Fabricators.

12. SCHEDULE OF VALUES

12.1 Use AIA Document G703, Continuation Sheet to G702. As formatted on the Building Blok Management System.

13. PROGRESS SCHEDULE

13.1 Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.

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2. Horizontal time scale: Identify the first work day of each week.
 3. Scale and spacing: To allow space for notations and future revisions.
 4. Minimum sheet size 11 inches by 17 inches.
- 13.2 Format of listings: The chronological order of the start of each item of work.
- 13.3 Show the complete sequence of construction by activity.
- 13.4 Show the dates for the beginning, and completion of, each major element of construction such as:
1. Site clearing.
 2. Site utilities.
 3. Foundation work.
 4. Structural framing.
 5. Subcontractor work.
 6. Equipment installation.
- 13.5 Show projected percentage of completion for each item as of the first day of each month.
- 13.6 Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
- 13.7 Indicate progress of each activity to date of submission.
- 13.8 Show changes occurring since previous submission of schedule:
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.
- 13.9 Provide a narrative report as needed to define:

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1. Problem areas, anticipated delays and the impact of the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime contractors.
- 13.10 Submit one reproducible transparency.
- 13.11 After review, distribute copies of the schedule to:
1. Jobsite File.
 2. Subcontractors.
 3. Architect.
 4. Owner.
- 13.12 Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 01 35 00 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the contractor’s responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The Construction Manager, The Owner’s representative and the Owner have the right to request that the screening data be submitted on a case by case basis.

END OF SECTION

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- 1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- 1.2 Contractor shall be responsible for the safety of its personnel.
- 1.3 Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops) and work boots.

2. SAFETY PROGRAM

- 2.1 Prior to commencing the Work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- 2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be site specific. Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- 2.3 Contractor shall designate a qualified Safety Supervisor to implement their safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's Field Superintendent/Foremen.
- 2.4 Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc. See the attached Competent/Qualified Person Designation Log.
- 2.5 Contractor shall provide written certification showing that all employees have been trained on the Contractor's Safety Program. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall

include the date the employer determined the prior training was adequate rather than the date of actual training. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.

- 2.6 Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks: Scaffold, Fall Protection, Crane Operator, Signal Person, Crane Maintenance, Steel Erection Fall Protection, Respiratory Protection, Powder-Actuated Tools, and Motor Vehicles. Certification of training must include: Employee’s name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive; please refer to OSHA regulations for applicable safety requirements.
- 2.7 Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.
- 2.8 Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- 2.9 Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor’s safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

3. SUBSTANCE ABUSE POLICY STATEMENT

The Construction Manager is committed to providing a safe work site environment for its employees and Contractors’ employees. The Construction Manager does not condone or permit employees and Contractors’ employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager’s work sites. The Policy is as follows:

- 3.1 It is a violation of the Construction Manager’s policy for employees and Contractors’ employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
- 3.2 It is a violation for employees and Contractors’ employees to report to work while influenced by illegal drugs or alcohol.
- 3.3. It is a violation for employees and Contractors’ employees to use prescription drugs

illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

- 3.4 Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

4. EXECUTION

4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.

4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.

4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are

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- not within the Contractor's control.
- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- 4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- 4.6 Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- 4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- 4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
 4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
 5. Setting a good example for his workers.
 6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
 7. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.

8. Holding weekly “tool box” safety meetings with his men to:
 - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
 - b. Review the accident experience of his crew and discuss correction of accident causes.
 - c. Encourage safety suggestions from his men.
9. Seeing that prompt medical treatment is administered to an injured employee.
10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.

5. SAFETY MEETINGS

- 5.1 The Contractor’s Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

- 6.1 The Contractor shall schedule weekly “tool box” safety sessions to be held by his job safety supervisor or superintendent for all of his employees.
- 6.2 A member of the Contractor’s management staff shall periodically attend “tool box” safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- 7.1 Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
- 7.2 Contractors shall promptly complete an accident investigation report of all accidents.
- 7.3 A record of all “tool box” safety sessions shall be made and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

- 8.1 The Construction Manager may employ the services of a Safety Representative on the project.
- 8.2 The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.
- 8.3 The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.
- 8.4 The Construction Manager will distribute the Safety Representative's report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- 9.1 The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- 9.2 If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- 9.3 If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- 10.1 The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a major job site emergency.

10.2 Contractor shall assemble all of their personnel and account for all employees. Contractor must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

11.1 Contractor is responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.

All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.

1. Workers constructing or working near leading edges must be protected.
2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
3. Scaffolds shall be guarded at 6 feet (6') above next lower level.
4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
5. Roofers must comply with OSHA standards for roof work.
6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.

11.2 Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA standards.

11.3 Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above

the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e. harness/lanyard.

- 11.4 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- 11.5 Fall protection will be enforced for Structural Steel Erectors.
1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
 - a. Standard guardrail system.
 - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
 - c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of "beam walking." When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
 - d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor's site specific project fall protection procedures.
 - e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

END OF SECTION

Certification of Training Documents to be Submitted with Safety Policy/Program

Provide a certification of training for employees on your safety program.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a. Scaffold: 1926.454
- b. Fall Protection 1926.503
- c. Crane Operator: 1926.1427
- d. Signal person (this is for any persons connecting material or equipment for lifting):
1926.1428
- e. Crane maintenance: 1926.1429
- f. Steel erection fall protection: 1926.761
- g. Respiratory protection (medical clearance and training records complying with 1910.134
- h. Powder-actuated tools: 1926.302
- i. Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

CONTRACTOR

COMPETENT / QUALIFIED PERSON DESIGNATION LOG

Project:

Field Manager:

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart C-General Provisions				
1926-20 General Safety				
Subpart D - Health and Environmental Controls				
1926-53 Ionizing Radiation				
1926-55 Gases, Vapors, Fumes, Dusts, Mists				
1926-57 Ventilation				
1926.59 Hazard Communication				
1926.62 Lead				
Subpart E - Personal Protective Equipment				
1926.101 Hearing				
1926.103 Respirator Protection				
Subpart H - Materials Handling, Storage				
1926.251 Rigging Equipment for Material Handling				
Subpart J - Welding and Cutting				
1926.354 Welding, Cutting and Heating				
Subpart K - Electrical				
1926.404 Wiring Design and Protection				
Subpart L - Scaffolding				
1926.451 Scaffolding				
Subpart M - Fall Protection				
1926.502 Fall Protection Criteria and Practices				
1926.503 Training				
Subpart N - Cranes, Derrick -Redesignated 1926.1501				
Subpart O - Motor Vehicles and Equipment				
1926.601 Motor Vehicles				
Subpart P - Excavations				
1926.651 Specific Excavation Requirements				
1926.652 Requirements to Protective Systems				
Subpart S - Tunnels, Shafts, Caissons				
1926.800 Tunnels, Shafts, Caissons				
1926.803 Compressed Air				
Subpart T - Demolition				
1926.850 Preparatory Operations				
1926.852 Chutes				
1926.859 Mechanical Demolition				
Subpart V - Power Transmission and Distribution				
1926.955 Overhead Lines				

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart X - Stairways and Ladders				
1926.1053 Ladders				
1926.1060 Training Requirements				
Subpart Z - Toxic and Hazardous Substances				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Name (print)

Contractor Signature

Date

SECTION 01 45 00 - QUALITY CONTROL

1. DESCRIPTION

1.1 Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

2. RESPONSIBILITIES

2.1 Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

2.2 Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

2.3 Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

2.4 Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

2.5 Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories.

2.6 Submittals: Contractor shall submit a certified written report of each test, Inspection

or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

2.7 Report Data: Written inspection or test reports shall include:

1. Name of testing agency or test laboratory.
2. Dates and locations of samples, tests or inspections.
3. Names of individual present.
4. Complete inspection of test data.
5. Test results.
6. Interpretations.
7. Recommendations.

2.8 Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."

2.9 The 2000 IBC code the following testing is code required:

1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.
6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

SECTION 01 52 00 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

1.1 DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 01 51 13.

2. FACILITIES

2.1 TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

2.2 TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Construction Manager will provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager depending on the stage of construction of the incoming water service. Contractor shall provide and maintain all hoses, piping and valves as required for obtaining construction

water from taps provided by the Construction Manager.

2.3 TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

2.4 FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

2.5 FIRE PROTECTION

1. The Construction Manager will provide and maintain portable fire extinguishers on each floor level and building area. Number to conform to applicable codes.
2. Contractor shall provide additional fire extinguishers as required by OSHA regulations for its work.
3. Fire extinguishers shall be Multi-Purpose (ABC) dry chemical, UL labeled.

2.6 ACCESS ROADS AND PARKING AREAS

1. The Construction Manager will provide and maintain access roads on the site.
2. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

2.7 STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.
2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area

in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

2.8 FIRST AID STATION

1. The Construction Manager will provide and maintain an unmanned first aid station for all personnel in his jobsite office.

2.9 SECURITY

1. All safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

2.10 BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.

2.11 FIELD OFFICE AND STORAGE TRAILERS

1. Contractor shall provide and maintain its own field office and storage trailers as required.
2. Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

2.12 PROJECT SIGN

1. The Construction Manager will provide a Project Sign naming the major

participants, as determined by the Owner.

2.13 TRASH DISPOSAL

1. Each Contractor shall be responsible for clean up and depositing its common trash in the dumpsters provided by the Construction Manager.
2. The Construction Manager will not provide a trash chute.
3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters.

2.14 HOISTING

1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.

2.15 SCAFFOLDING AND WORKING PLATFORMS

1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.

2.16 SAFETY BARRICADES AND RAILINGS

1. The Structural Contractor shall provide barricades around elevator, stair, shaft and cut openings in floors and roofs, and edges of floors and roofs. All barricades shall at a minimum, be constructed of two runs of 1/2" diameter wire rope cable with adequate turn-buckle and eyes such that no more than 60' of cable need be loosened or removed at any given location for access. All cables shall be installed such that no more than 3" of deflection of the cable is achieved at any point between supports. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations, and shall be approved by the Construction Manager prior to installation. Barricades will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. After a level has been fully barricaded, the Construction Manager will assume maintenance of the barricades until a subsequent contractor requires the barricades to be removed in order to accomplish his work, at which time that contractor will assume maintenance of the barricades.
2. After the barricades are no longer needed, the Construction Manager will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.

3. Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.
4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.
6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

2.17 PUMPING AND DRAINAGE

1. Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

2.18 TEMPORARY BUILDING ENCLOSURES

N/A

2.19 TEMPORARY POWER AND LIGHTING

1. Provide own power source if required.
2. Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

2.20 TEMPORARY HEAT

1. To be provided by Mechanical Trade Contractor for the project.

2.21 PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

2.22 CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.13 above. Clean up shall be scheduled on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash, but in any case not less than once a week.
2. The Contractor will ensure that all waste materials that are combustible or flammable will be removed from the building at the end of each work day. All trash considered to be edible by rodent will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

2.23 DUST PROTECTION

1. Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide such dust protection.

2.24 PROTECTION OF EXISTING CONSTRUCTION

1. Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

2.25 OTHER

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

3. PERMITS
 - 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

4. EXECUTION
 - 4.1 GENERAL
 1. Contractor shall install all temporary facilities in accordance with applicable codes.
 2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
 3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
 4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

SECTION 01 62 00 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

- 1.1 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.
- 1.2 Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

- 2.1 All materials and equipment incorporated into the Work shall:
 1. be new;
 2. conform to applicable specifications and standards; and
 3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- 2.2 Manufactured and Fabricated Products shall conform to the following requirements:
 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
 2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 4. Products shall be suitable for service conditions.
 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- 2.3 Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- 2.4 Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- 2.5 For materials and equipment specifically indicated or specified to be reused in the

Work:

1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.
 2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.
3. MANUFACTURER'S INSTRUCTIONS
- 3.1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
 - 3.2 Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
 2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
4. TRANSPORTATION AND HANDLING
- 4.1 Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
 - 4.2 Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

5.1 Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.

5.2 Exterior Storage

1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.

5.3 Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

5.4 Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:

1. Roof insulation.
2. Roofing materials, including solvents.
3. Paint materials.
4. Cleaning and other solvents.
5. Fuels.

5.5 Protection after Installation:

1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

6.1 Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

6.2 Contractor’s Options.

1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and “or equal”, Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 1.6.3.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

6.3 Substitutions.

1. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect. The architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 1. Comparison of the qualities of the proposed substitution with that specified.
 2. Changes required in other elements of the Work because of the substitution.
 3. Effect on the construction schedule.
 4. Cost data comparing the proposed substitution with the Product specified.

5. Any required license fees or royalties.
6. Availability of maintenance service, and source of replacement materials.
3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
4. A request for a substitution constitutes a representation that Bidder:
 1. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
 2. will provide the same warranties or bonds for the substitution as for the Product specified;
 3. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
 4. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- 6.4 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.

END OF SECTION

SECTION 01 73 29 - CUTTING AND PATCHING

1. GENERAL

- 1.1 Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- 1.2 Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- 1.3 Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- 1.4 Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- 1.5 Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
 1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
 2. Exterior wall materials, ie., curtain wall
 3. Finish floor materials, ie., substrate, carpet, ceramic tile
 4. Walls
 5. Ceilings
- 1.6 Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- 2.1 General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better

performance characteristics.

3. EXECUTION

- 3.1 Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- 3.2 Temporary Support: To prevent failure provide temporary support of work to be cut.
- 3.3 Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- 3.4 Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- 3.5 Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

SECTION 01 77 00 - CONTRACT CLOSE OUT

1. DESCRIPTION OF REQUIREMENTS

- 1.1 Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.
- 1.2 Closeout documents will be submitted through the Building Blok Management Program.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

- 2.1 Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:
1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
 2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
 3. complete instructions of Owner's operating personnel, and start up of systems; and
 4. complete final cleaning and remove temporary facilities and tools.
- 2.2 Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manger of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- 2.3 Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar

work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

3.1 Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. RECORD DOCUMENTATION

4.1 Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.

4.2 Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.

4.3 State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.

5. GENERAL CLOSE OUT REQUIREMENTS

5.1 Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient,

non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.
3. Floor finishes.

6. FINAL CLEANING

6.1 At the time of project close out Contractor shall clean or reclean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

END OF SECTION

SECTION 27 10 00

TELECOMMUNICATIONS EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Telecommunications Pathways and Equipment

1.02 DEFINITIONS

- A. "Telecom Room (TR)" refers to an enclosed space for housing telecommunications equipment, cable terminations, and cross-connects. The room is the recognized cross-connect between the backbone or trunk cabling and horizontal cabling (otherwise labeled IDF).
- B. "Telecom Equipment Room (TER)" refers to a centralized space for telecommunications equipment that serves the occupants of the building, usually containing the headend equipment for the distribution systems found in the building (otherwise labeled MDF).

1.03 REFERENCES

- A. Industry Codes, Standards and Methods shall be observed, including the following:
 - 1. State of Delaware K-12 Wiring Standards (latest edition at time of bidding)
 - 2. ANSI/TIA/EIA-568-B.1: Commercial Building Telecommunications Cabling Standard Part 1 – General Requirements
 - 3. ANSI/TIA/EIA-568-B.2: Commercial Building Telecommunications Cabling Standard Part 2 – Balanced Twisted Pair Cabling Components
 - 4. ANSI/TIA/EIA-568-B.3: Commercial Building Telecommunications Cabling Standard Part 3 – Optical Fiber Cabling Components
 - 5. ANSI/TIA/EIA-569-A: Commercial Building Standard for Telecommunications Pathways and Spaces
 - 6. ANSI/TIA/EIA-570-A: Residential Telecommunications Cabling Standard
 - 7. ANSI/TIA/EIA-606: Administration Standard for Telecommunications Infrastructure of Commercial Buildings
 - 8. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications
 - 9. ANSI/TIA/EIA-758: Customer-Owned Outside Plant Telecommunications Cabling Standard
 - 10. BICSI Telecommunications Distribution Methods Manual (TDMM), Twelfth Edition
 - 11. National Fire Protection Agency (NFPA-70): National Electrical Code (NEC)
- B. Comply with all local, state and federal codes for telecommunications installations. The Authority Having Jurisdiction (AHJ) shall be consulted on the project by the contractor team.

1.04 SYSTEM DESCRIPTION

- A. Design Requirements

- a. Network cables routed from distribution racks throughout building as shown on T-Drawings. Drop to outlet installed in conduit and wall box, or dual-channel surface mounted raceway to communications outlet in classrooms, offices, or other locations indicated on T-Drawings.
- B. Performance Requirements
 1. Comply with applicable requirements in Local, State and Federal Codes, TIA/EIA Standards, and BICSI methodology.

1.05 SUBMITTALS

- A. Comply with requirements of Division 0 and Division 1 - Submittals and as modified below.
- B. Contractor must maintain a local presence in the State of Delaware. Submit office locations for review.
- C. Contractor must provide proof that service and warranty work can be initiated with a 24 hour time period from a service call.
- D. All submittals must conform to the state of Delaware K12 wiring standards, please refer to this link for additional details:
 1. <http://dti.delaware.gov/pdfs/pp/CablingAndWiringStandard-K12.pdf>
- E. Product Data: Submit manufacturer's product literature, technical specifications and similar information for the following items demonstrating compliance with the specified requirements. Product submittals must clearly highlight the equipment being proposed. Failure to clearly indicate the selected items shall be rejected at the contractor's expense.
 1. Rack configurations
 2. Outlets
- F. Quality Control Submittal
 1. Test Reports: Submit complete test data and reports with exact labels used on cables, patch panels and faceplates.
 2. Certificates
 - a. Manufacturer Certification: Submit certification from manufacturer of products to be installed under this contract certifying that Installer is authorized by manufacturer to install specified products.
 - b. Installer Experience Listing: Submit list of at least 5 completed projects as specified below in "Quality Assurance – Qualifications – Installer."
- G. Contract Closeout Submittal: Comply with requirements of Division 0, including submission of operating and maintenance instructions as item in "Operation and Maintenance Data" manual described in that Section.

1.06 QUALITY ASSURANCE

- A. All Work shall be installed in a first class, neat and workmanlike manner by skilled Technicians. The quality of the workmanship shall be subject to inspection and approval by authorized school district personnel. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked until the approval of school district is obtained.

- B. Installer Qualifications: Qualified to cable, terminate and test data network cabling system specified in this Section, certified by manufacturer of products to be installed, and completed at least 5 computer network installations of similar size, nature and complexity as specified for this project.
- C. Conditions for Consideration of "Or Equal" Products: Where products are specified by name and accompanied by the term "or equal", the proposed "or equal" product will be considered when the following conditions are satisfied. If all the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:
1. Proposed product does not require extensive revisions to the Contract Documents.
 2. With the exception of the product name or number and manufacturer's name, proposed product conforms with requirements indicated on the Drawings and in the Specifications in every respect and will produce indicated results.
 3. Proposed product is fully documented and properly submitted.
 4. Proposed product has received necessary approvals of authorities having jurisdiction.
 5. Proposed product is compatible with AND has been coordinated with other portions of the Work.
 6. Proposed product provides specified warranty.
 7. If proposed product involves more than one contractor, proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 8. Submission is accompanied with detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 9. Submission is accompanied with a list of similar installations for completed projects with project names and addresses and names and addresses of design consultants and authorities, if requested.
 10. Submission is accompanied with proposed product's Manufacturer signed written statement on Manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents.

1.07 WARRANTY

- A. Installer's Warranty: Provide manufacturer's system warranty against electrical or mechanical defects for 1 year from date of final acceptance.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Conduits and Sleeves
1. In-wall conduit shall be provided for work in new areas. Refer to T Drawings for conduit details (sizes, locations and configurations).
 2. Conduit bend radii shall follow current TIA/EIA standards for telecommunications.

3. Refer to T drawings for locations and sizes of all sleeves and conduits for telecommunications.
 4. Conduits smaller than 3/4" are not acceptable.
 5. All metallic conduits for low voltage equipment shall have plastic bushings installed to prevent cable damage.
- B. Gang Boxes
1. In-wall Gang Boxes for low voltage equipment:
 - a. Single Gang Box: Minimum 2-3/4" wide X 4" high X 2-1/4" deep with 1" knockouts or greater.
 - b. Double Gang Box for low voltage: Garvin Industries 2-1/8" deep X 4-11/16" Square with four 1-1/4" Knockouts.
 2. Extra Deep in-wall gang boxes (where possible):
 - a. 11b Type box
 - b. 3 3/4" Deep, 2 3/16" Wide, 3 7/8" High
 - c. 4 Knockouts, 2 Per End shall be 1-1/4".
- C. Surface Mounted Raceway (SMR)
1. Surface mounted split channel raceway for power and data - Wiremold 4000
 - a. Coordinate all Wiremold for telecom equipment with electrical installer.
 - b. Coordinate color and finish with architect prior to installation
 - c. Unit shall accommodate electrical and low voltage in separate compartments.
- D. Floor Boxes and Poke-through Device
1. Small Capacity In-floor box
 - a. Coordinate all floor boxes devices for telecom equipment with electrical installer.
 - b. Floor box shall meet latest UL standards for scrub water resistance
 - c. Four-Compartment Combination Box similar to Wiremold RBF4
 - d. Top of box shall allow for matching floor finish insert and be constructed of metal.
 - e. Provide all brackets and accessories for proper telecommunications installation.
 - f. Unit shall accommodate electrical and low voltage.
 2. Large Capacity In-floor box
 - a. FSR FL-500R with flush mounted cover.
 - b. Unit shall accommodate electrical and low voltage.

3. Poke Through Device
 - a. Unit shall be similar to Wiremold Evolution Series with 5 gangs.
 - b. Unit shall accommodate electrical and low voltage.
- E. Electrical Protection for Telecommunications
 1. Telecommunications Main Grounding Busbar (TMGB), Telecommunications Grounding Busbar (TGB) and associated components.
 - a. Provide all bonding conductors, lugs, standoffs, and components for a complete system bonded to the main electrical ground for the facility.
 - b. Provide one TMGB in the Telecommunications Equipment Room as shown on T Drawings.
 - c. Provide a TGB in every Telecommunications Room and distribution cabinet location as shown on T Drawings.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which telecommunications cabling and equipment and related components are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Design consultant in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected to ensure a safe and timely installation.
 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Design consultant written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
 2. Visit Site to identify and become familiar with existing field conditions and specific requirements of each Site.
 3. Verify all dimensions in field and confirm condition of existing hardware to be utilized.
 4. Confirm space requirements and physical confines of all work areas to ensure that all materials can be installed in indicated spaces.
 5. Confirm all outlet locations and cable pathways and advise Design consultant in writing of any discrepancies or issues in Design described in Contract Documents.

3.02 PREPARATION

- A. Protection: Provide adequate protection of equipment and hardware before and after installation.
- B. Existing Communications Services: Ensure all telecommunications systems and equipment (voice, video, wireless, data and security) remain operational throughout the project.
 1. Identify any additional telecommunications outlets, circuits, and wiring at the site not shown on T-Drawings and interfering with installation of specified equipment.

3.03 INSTALLATION

- A. Provide and install all components necessary.
- B. Install all cable in accordance with National, state and local codes and TIA/EIA Standards, and BICSI methods.
 - 1. Follow manufacturer's guidelines and requirements for all cable termination.
 - 2. Install and connect #6 AWG to bond all equipment racks, conduits and cable trays to busbar in each telecom room. Each telecom room shall be interconnected to TER with #3 AWG bonding backbone to TMGB per Telecommunications Grounding Diagram. It shall be left to licensed electrician to interconnect TMGB with lowest point of building ground. Contractor shall verify TMGB has been bonded to building ground before declaring completion.

3.04 AS-BUILTS

- A. Accurate as-built drawings shall be provided in electronic and hard copy format by the installing contractor for review and approval by the design team and owner.
 - 1. Drawings shall accurately show and describe all cable routing, labeling, terminations, cross-connects and equipment location in redline format.
 - 2. 3 copies of electronic (CAD) drawings shall be distributed on appropriate media: 1 to construction management, 1 to designers and 1 to the school district.
 - 3. 3 hard copies of CAD drawings shall be plotted on full size sheets and test results of every installed cable have been given to the construction management for appropriate distribution.

3.05 ACCEPTANCE

- A. Contractors work shall be considered complete after the following conditions have been met:
 - 1. As-builts have been approved.
 - 2. Cable installation is complete and all cable runs have been tested and documented to be installed according to specifications and drawings.
 - 3. All punch list items have been reconciled.
 - 4. All materials and trash have been removed from the site.
 - 5. A 1-Year Installers warranty has been given to a school district Technology representative.
 - 6. Submit Manufacturers Extended Warranty Application.

END OF SECTION

SECTION 27 41 00

AUDIO VISUAL AND SOUND SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Physical Education A/V System

1.02 SYSTEM DESCRIPTION

A. Design Requirements

1. Physical Education A/V System shall include audio and video input locations, signal processing and scaling, switching, mixing distribution and amplification to speakers and display devices. The system shall be capable of analog and digital signal formats as well as zoning and zone combining. Wireless microphones and assistive listening devices shall be provided as part of the systems
2. All stand-alone sound systems must have call override from the Intercom/PA system in the case of an emergency.

B. Performance Requirements

1. Comply with applicable requirements in Local, State and Federal Codes, TIA/EIA Standards, and BICSI methodology.
2. Specified cabling system derived from recommendations in approved telecommunications industry codes, standards and methods, including the following documents:
 - a. Articles 250, 725, 760, 770, 800,810 and 820 of the current National Electrical Code.
 - b. ANSI/TIA/EIA-568-B.1: Commercial Building Telecommunications Cabling Standard Part 1 – General Requirements
 - c. ANSI/TIA/EIA-569-A: Commercial Building Standard for Telecommunications Pathways and Spaces
 - d. ANSI/TIA/EIA-606: Administration Standard for Telecommunications Infrastructure of Commercial Buildings
 - e. BICSI Telecommunications Distribution Methods Manual (TDMM), 12th Edition
 - f. National Fire Protection Agency (NFPA-70): National Electrical Code (NEC)

1.03 SUBMITTALS

- A. Comply with requirements of Division 0 and Division 1 - Submittals and as modified below.
- B. Contractor must maintain a local presence in the State of Delaware. Submit office locations for review.
- C. Contractor must provide proof that service and warranty work can be initiated with a 24 hour time period from a service call.
- D. All submittals must conform to the state of Delaware K-12 wiring standards, please refer to this link for additional details:

1. <http://dti.delaware.gov/pdfs/pp/CablingAndWiringStandard-K12.pdf>
- E. Product Data: Submit manufacturer's product literature, technical specifications and similar information for the following items demonstrating compliance with the specified requirements. Product submittals must clearly highlight the equipment being proposed. Failure to clearly indicate the selected items shall be rejected at the contractor's expense.
1. Digital and Analog Input Plates
 2. Scalers
 3. Processors
 4. Mixers
 5. Touch Panels
 6. Controllers
 7. Signal Extenders
 8. Switchers
 9. Display Devices
 10. Input Sources
 11. Sound coverage and pressure level diagram for each auxiliary sound system
 12. Sound Amplifier
 13. Sound Speakers
 14. Sound Microphones
 15. Sound Cabling and Wiring
 16. Audio Visual cables and connectors
 17. Communications outlets, faceplates, and accessories.
 18. Wall outlets
- F. Samples: Provide samples of equipment, cables, microphones and assemblies as described below, prior to installation, for approval by designer.
1. Sound Enhancement – Submit samples of audio visual cables provided including following components and characteristics:
 - a. Sample characteristics:
 - i. Provide all components in colors selected by Design consultant.
 - ii. Provide multiple samples where required to accurately represent range of cables to be provided.
- G. The Contractor shall submit shop drawing line drawings of all systems showing major components of the systems. Submit wiring diagrams showing typical connections for all systems and equipment.
- H. Quality Control Submittal
1. Test Reports: Submit complete sample test data and reports with exact labels used on cables and faceplates.

2. Certificates
 - a. Manufacturer Certification: Submit certification from manufacturer of products to be installed under this contract certifying that Installer is authorized by manufacturer to install specified products.
 - b. Installer Experience Listing: Submit list of at least 5 completed projects as specified below in "Quality Assurance – Qualifications – Installer."
- I. Contract Closeout Submittal: Comply with requirements of Division 0, including submission of operating and maintenance instructions as item in "Operation and Maintenance Data" manual described in that Section.

1.04 QUALITY ASSURANCE

- A. All Work shall be installed in a first class, neat and professional manner by skilled Technicians. The quality of the workmanship shall be subject to inspection and approval by authorized school district personnel. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked until the approval of the school district is obtained.
- B. Installer Qualifications: Qualified to cable, terminate and test cabling system specified in this Section, certified by manufacturer of products to be installed, and completed at least 5 installations of similar size, nature and complexity as specified for this project.
- C. Conditions for Consideration of "Or Equal" Products: Where products are specified by name and accompanied by the term "or equal", the proposed "or equal" product will be considered when the following conditions are satisfied. If all the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:
 1. Proposed product does not require extensive revisions to the Contract Documents.
 2. With the exception of the product name or number and manufacturer's name, proposed product conforms with requirements indicated on the Drawings and in the Specifications in every respect and will produce indicated results.
 3. Proposed product is fully documented and properly submitted.
 4. Proposed product has received necessary approvals of authorities having jurisdiction.
 5. Proposed product is compatible with AND has been coordinated with other portions of the Work.
 6. Proposed product provides specified warranty.
 7. If proposed product involves more than one contractor, proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 8. Submission is accompanied with detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 9. Submission is accompanied with a list of similar installations for completed projects with project names and addresses and names and addresses of design consultants and authorities, if requested.
 10. Submission is accompanied with proposed product's Manufacturer signed written statement on Manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents.

1.05 WARRANTY

- A. Installer's Warranty: Provide manufacturer's system warranty against electrical or mechanical defects for 1 year from date of final acceptance.
 - 1. System Certification: Upon successful completion of the installation and subsequent inspection, the Authority shall be provided with a numbered certificate, from the manufacturing company, registering the installation.

PART 2 - PRODUCTS

2.01 MATERIALS – ALL MATERIALS SHALL BE NEW AND UNUSED

- A. Physical Education A/V System (substitutions must provide equal or greater performance)
 - 1. Peavey SMR821A
 - 2. Biamp Nexia SP
 - 3. Extron MPS 601
 - 4. Extron IPL 250
 - 5. Extron HAE 100
 - 6. Extron DTP 230 Tx
 - 7. Extron DTP 320 Rx
 - 8. Extron TLP 350MV
 - 9. Tascam CD 200 BT
 - 10. Surge X Seq 2RU
 - 11. 3 RU Drawer
 - 12. QSC RMX 1850HD
 - 13. Community Veris 12-64
 - 14. Shure SLX 124/85/SM58
 - 15. Listen LS-03
 - 16. Draper 16:10 168" Diagonal Cineflex Rear Projection Screen with Floating Bracket Mount
 - 17. Epson Powerlite G6750WU with Standard Throw Lens
 - 18. Peerless Projector Shelf
 - 19. Extron HDMI Cables and Faceplates
 - 20. Extron VGA and 3.5 MM Audio Cables and Faceplates
 - 21. Extron MP101D Mic Plate and Cables.
 - 22. Associated Faceplates

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which AV cabling and sound enhancement equipment and related components are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Design consultant in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected to ensure a safe and timely installation.
1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Design consultant written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
 2. Visit Site to identify and become familiar with existing field conditions and specific requirements of each Site.
 3. Verify all dimensions in field and confirm condition of existing hardware to be utilized.
 4. Confirm space requirements and physical confines of all work areas to ensure that all materials can be installed in indicated spaces.
 5. Confirm all outlet locations and cable pathways and advise Design consultant in writing of any discrepancies or issues in Design described in Contract Documents.

3.02 PREPARATION

- A. Protection: Provide adequate protection of equipment and hardware before and after installation.
- B. Existing Communications Services: Ensure all telecommunications systems (voice, video and data) remain operational throughout the project.
1. Identify any additional outlets, circuits, and wiring at the site not shown on T-Drawings and interfering with installation of specified equipment.
 2. Remove all accessible portions of abandoned communications cabling per NEC 800.52. Tag all communications cabling not terminated at both ends but retained for future use.

3.03 INSTALLATION

- A. Provide and install all components necessary to install complete AV cabling and sound enhancement equipment systems, including (but is not limited to) connectors, electronics, terminators, pass-thrus, cables etc...
1. Cable runs shall be factory terminated. Splicing of any cable is prohibited
 2. Secure all cables within ceiling cavities to building structure.
 3. Loosely bundle all cables and support from structure at unequal intervals from 5 to 6 feet with spring steel fasteners and cable clip rated for use with high performance cables where cable tray or other support structure has not been provided as indicated on Drawings. All mounting clips shall be seismic type as per BOCA.
 4. Do not violate manufacturer's recommended loadings. Leave 30% capacity for future use of pathway.
 5. Verify all horizontal cable run lengths prior to installation. Ensure cables do not exceed distances that would degrade the signal transmission requirements
 6. Do not support cables from ceiling grid T-Bars, grid wire supports or bridle rings. Do not allow cables to touch ceiling grid.
 7. Install cables in EMT in all unfinished or exposed areas

- 8. Do not secure cables with permanent cable ties. Do not tighten cable bundles in such a way as to cause jacket deformation or damage.
 - 9. Place cables in compliance with TIA/EIA-568.B standards and BICSI recommended methods.
 - 10. Tight 90-degree bends are unacceptable, and use of plastic “cinch-type” tie-wraps are not permitted, in order to prevent damage to cable jacket and compromise the cable’s electrical or optical characteristics.
 - 11. Communications outlets shall be located to be no more than 6 feet from an electrical outlet.
- B. Determine allowable cable proximity to other electrical power sources of 480 Volts or less using TIA/EIA-569A “Cabling Pathway Standard” for UTP cable separations from sources of EMI:

- 1. Minimum separation distance from Power Source at 480 V or less:

CONDITION	<u>< 2kVA</u>	<u>2-5 Kva</u>	<u>> 5 kVA</u>
a. Unshielded power lines or electrical equipment in proximity to open or non-metal pathways	6 in.	12 in.	24 in.
b. Unshielded power lines or electrical equipment in proximity to open or non-metal pathways	3 in.	6 in.	12 in.
c. Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to grounded metal conduit pathway	3 in.	6 in.	12 in.
d. Transformers & Elec. Motors	40 in.	40 in.	40 in.
e. Fluorescent Lighting	12 in.	12 in.	12 in.

- C. Install all cable in accordance with National, state and local codes and TIA/EIA Standards, and BICSI methods.

- 1. Follow manufacturer’s guidelines and requirements for all cable termination.

- D. Permanently identify all system components following TIA/EIA-606A “Administration Standard for Commercial Telecommunications Infrastructure” with identification format:

- 1. Identification: Provide permanent identification labels for outlets, faceplates and cables.
- 2. Each individual cable shall be labeled on both ends of cable terminations regardless of cable intended use. Labels must be machine printed with permanent black ink on laminated white label material. Contractors must check with appropriate school district personnel for appropriate labeling scheme. The intended format and labeling material must be approved by the school district Technology Department before labeling begins.

3.04 TESTING

- A. A/V Systems

- 1. The contractor shall test all aspects of the Audio/Visual Systems once it is installed and demonstrate these functions to the owner of owner’s representative.
 - a. Speaker levels shall be verified to function individually and as a unit.
 - b. Video Displays shall be verified to display from all input sources.

- c. Control of the system shall be shown to control all aspects of the systems.
- d. Levels shall be set for all outputs.
- e. EDID and HDCP compliance shall be setup and verified.
- f. Microphones shall be demonstrated to work as intended by the manufacturer.

3.05 AS-BUILTS

- A. As-builts shall be provided by the contractor in hardcopy and electronic CAD format prior to project completion and inspection.
- B. As-builts by contractor must include parts lists and wiring diagrams that clearly indicate all equipment, locations, wiring and connections.
- C. Owner's manuals shall be supplied as part of the as-built documentation.

3.06 DEMONSTRATION AND TRAINING

- A. All aspects of the systems must be demonstrated for the owner at the time of training
- B. A minimum of 8 hours of training shall be provided.
- C. Training shall be video and audio recorder for the owner and turned over to the owner at acceptance.

3.07 ACCEPTANCE

- A. Contractors work shall be considered complete after the following conditions have been met:
 - 1. As-built documentation has been provided and approved.
 - 2. Cable installation is complete and all cable runs have been tested and documented to be installed according to specifications and drawings.
 - 3. Equipment installation is complete and all functions have been tested and documented to function as designed and per the manufacturer's recommendations.
 - 4. All punch list items have been reconciled.
 - 5. All disturbed ceiling panels, fire stopping materials, covers, etc. have been properly reinstalled.
 - 6. All materials and trash have been removed from the site.
 - 7. A 1-Year Installers warranty has been given to a school district Technology representative.
 - 8. Submit Manufacturers Extended Warranty Application.

END OF SECTION

SECTION 27 50 00

PUBLIC ADDRESS SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. This section and associated drawings define a communications system for a public address system. The contractor shall provide all infrastructure, cable, hardware and equipment as defined to provide complete and operational systems.

1.02 SYSTEM DESCRIPTION

A. Design Requirements

1. Public Address System
 - a. The facility system shall be a low voltage system that utilizes a copper cable infrastructure to distribute a user-defined input in a single directional manner.
 - b. The system shall be microprocessor based and have interconnection with the telephone system installed within the facility. In addition, the system must be expandable to meet the user's future expansion needs and be programmable from a computer terminal located at the facility.

B. Performance Requirements

1. Rack/Cabinet mountable headend equipment.
2. Announcement distribution from a central location to zones, individual classrooms, groups or all facility speakers.
3. Broadcast of user defined input (radio signal, compact disc, aux input, etc.) to zones, individual rooms, groups or all facility loudspeakers.
4. Emergency cut-in to all speakers in an emergency situation from a central location.
5. Hands free communications by means of a loudspeaker or speakerphone used as a transducer or speaker/microphone combination.
6. Visual and audio monitoring of all intercommunication system activity.
7. Volume and level controls for all centrally located intercommunication system equipment.
8. Capability to tie into any auxiliary sound system throughout the facility.
9. High priority call-in from any telephone/call switch in an emergency situation.

C. Regulatory requirements

1. All work will conform to the National Electric Code and applicable local ordinances.

1.03 SUBMITTALS

- A. Comply with requirements of Division 0 and Division 1 - Submittals and as modified below.

B. Product Data: Submit manufacturer's product literature, technical specifications and similar information for the following items demonstrating compliance with the specified requirements. Any submittal that does not clearly indicate the exact piece of equipment or device shall be rejected at the contractor's expense for resubmittal.

1. Submit the shop drawings, product data and quality control submittals specified below at the same time as the package
2. Shop Drawings shall include the following items but are not limited to:
 - a. Equipment and device quantities and types
 - b. Wire types
 - c. System wiring diagrams showing all connections
 - d. Drawings including all equipment locations
 - e. Associated equipment specifications and cut sheets
 - f. Product data including catalog cut sheets, manufacturer's default specifications, user operation guides and a bill of materials

C. Quality Control Submittal

1. Submit the name, address and telephone number of the nearest fully equipped service organization.
2. Submit a certificate of completion of installation and service training from the system manufacturer.
3. Certificates
 - a. Manufacturer Certification: Submit certification from manufacturer of products to be installed under this contract certifying that Installer is authorized by manufacturer to install specified products.
 - b. Installer Experience Listing: Submit list of at least 5 completed projects as specified below in "Quality Assurance – Qualifications – Installer."

D. Contract Closeout Submittal: Comply with requirements of Division 0, including submission of operating and maintenance instructions as item in "Operation and Maintenance Data" manual described in that Section.

1.04 AS-BUILTS

A. All systems must have as-built drawings provided in electronic CAD and hardcopy format that clearly show all system components, wiring schemes and system interconnections.

1.05 QUALITY ASSURANCE

A. All Work shall be installed in a first class, neat and workmanlike manner by skilled Technicians. The quality of the workmanship shall be subject to inspection and approval by authorized personnel. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked until the approval of the owner is obtained.

B. Qualifications

1. Installer
 - a. Must be qualified to cable, terminate, install and program the equipment specified in this Section, certified by manufacturer of products to be installed, and completed at least 5 installations of similar size, nature and complexity as specified for this project.

- b. Contractor must maintain a local presence in the State of Delaware. Submit office locations for review.
- c. Contractor must provide proof that service and warranty work can be initiated with a 24 hour time period from a service call.

1.06 WARRANTY

- A. Special Warranty: Provide manufacturer's system warranty against electrical or mechanical defects for 1 year from date of final acceptance.
 - 1. System Assurance: The System Assurance shall cover the failure of the wiring system to support the application which it was designed to support as well as additional application(s) introduced in the future by recognized standards or user forums
 - 2. System Certification: Upon successful completion of the installation and subsequent inspection, the Authority shall be provided with a numbered certificate, from the manufacturing company, registering the installation.

1.07 TRAINING

- A. Installing contractor shall provide a minimum of 8 hours of training on system operation and managements as part of their scope of work.
 - 1. Additional hours shall be provided on a time and materials basis at the request of the owner.
- B. Installing contractor shall provide a video recording on a standard format DVD to the owner which includes training sessions.

1.08 OPERATION AND MAINTENANCE MANUALS

- A. Installing contractor shall provide a minimum of two hardcopy and one electronic copy of all operation and maintenance manuals to the owner at project completion.
- B. All passwords and software must be included for the system.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturers
 - 1. The Public Address system shall be manufactured by a reputable manufacturer with a proper support and maintenance operation in place.
 - a. Dukane (Basis of Design)
 - b. Or approved equals.

2.02 MATERIALS

- A. CONSOLE
 - 1. Existing Rack-mounted equipment shall be expanded as needed
- B. Expansion Cards
 - 1. Provide Dukane expansion cards for input and outputs as need to expand the system.
- C. Power Amplifiers

1. 60-Watt Amplifier
 2. 125-Watt Amplifier
 3. 250-Watt Amplifier
- D. Station Equipment
1. Bogen ATP-10 or 35
 2. Atlas Sound AT-35A Rotary Knob volume control
 3. Call Switch with Built-in Speaker similar to Telecor CS-1
 4. Bogen VAR-1 Contact Closure
 5. Altronix AL1024ULXPD16
- E. Administrative Phone
1. Admin phones shall be one of the following Dukane Model(s)
 - a. 7A1110 Admin Phone
- F. Call Staff Stations
1. Staff Stations shall be Dukane Model:
 - a. 7A1111 Classroom Phone
- G. Speakers
1. Classroom Speakers shall be similar to Bogen:
 - a. Ceiling Speakers: CSD2X2 Drop-In Ceiling Speakers
 - b. Wall Speakers: MB8TSQ/SL Metal Box Speakers
 2. Hallway Speakers shall be similar to Bogen:
 - a. Ceiling Speakers: CSD2X2 Drop-In Ceiling Speakers
 - b. Wall Speakers: MB8TSQ/SL Metal Box Speakers
 3. Outdoor / Gym / Locker Room Speakers shall be Bogen:
 - a. FMH15T mounted in BBSM6 surface-mounted vandal-resistant enclosure/BBFM6 flush-mounted vandal-resistant enclosure with FMHAR8 adapter ring and SGHD8 heavy duty grille
 - b. KFLDS30T Wide Dispersion Reentrant Horn Loudspeakers
- H. SPARE CAPACITY/SYSTEM EXPANSION
1. The contractor shall include extra circuits for staff telephones and loudspeakers built into the system for future expansion. Contractor shall provide and install fifteen percent (15%) extra circuitry (line cards, expanders, etc.) for these devices. The Owner shall add only field instruments (telephones and loudspeakers), cabling, and programming to make these extra capacity circuits fully operational.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Examine conditions under which telecommunications cabling and equipment and related components are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Design consultant in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected to ensure a safe and timely installation.

1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Design consultant written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
2. Visit Site to identify and become familiar with existing field conditions and specific requirements of each Site.
3. Verify all dimensions in field and confirm condition of existing hardware to be utilized.
4. Confirm space requirements and physical confines of all work areas to ensure that all materials can be installed in indicated spaces.
5. Confirm all device locations and cable pathways and advise Design consultant in writing of any discrepancies or issues in Design described in Contract Documents.

3.02 PREPARATION

A. Protection: Provide adequate protection of equipment and hardware before and after installation.

B. Existing Communications Services: Ensure all telecommunications systems (voice, video and data) remain operational throughout the project.

1. Identify any additional equipment, devices, and wiring at the site not shown on T-Drawings and interfering with installation of specified equipment.
2. Remove all accessible portions of abandoned communications cabling per NEC 800.52. Tag all communications cabling not terminated at both ends but retained for future use.

3.03 INSTALLATION

A. Provide and install all components necessary to install complete PA system, including (but is not limited to) cable, connectors, patch panels, call switches, speakers, etc...

B. Secure all horizontal cables within ceiling cavities to building structure.

1. Loosely bundle all cables and support from structure at unequal intervals from 5 to 6 feet with spring steel fasteners and cable clip rated for use with high performance cables (similar to Caddy Series "CableCat" or approved alternate mounting methods) including placement in cable tray as indicated on Drawings. All mounting clips shall be seismic type as per BOCA.
2. Do not violate manufacturer's recommended loadings. Leave 30% capacity for future use of pathway.
3. Verify all horizontal cable run lengths prior to installation. Re-distribute horizontal cabling to maintain distance requirements and maintain pathway route accessibility.
4. Do not support cables from ceiling grid T-Bars, grid wire supports or bridle rings.
5. Do not allow cables to touch ceiling grid.

6. Install cables in EMT conduit in all unfinished, exposed areas as shown in Design consultant roof plans and/or T-Drawings, unless alternate pathways are noted.
 7. Do not secure cables with permanent cable ties. Do not tighten cable bundles in such a way as to cause jacket deformation or damage.
 8. Place cables in compliance with TIA/EIA-568.B standards and BICSI recommended methods.
 9. Re-terminate and re-test any cables or pairs of cables failing end-to-end testing requirements. Replace any faulty cables/pairs or termination devices. Remove all defective cables completely from pathways.
- C. Install all exposed cabling in surface raceway by Wiremold, Hubbell or Panduit where in-wall conduit has not been provided. Follow all manufacturers' guidelines requirements regarding bending radius and slack. All bends, offsets and fittings shall be appropriately sized to provide 30% capacity after installation.
- D. Install all cable in accordance with National, state and local codes and TIA/EIA Standards, and BICSI methods.
1. Follow manufacturer's guidelines and requirements for all cable termination.
 2. Follow detail drawings to locate equipment racks and cabinets. Where it is necessary to deviate, to obtain 30-inch clearance between equipment, obtain Design consultant's written approval before mounting cabinet/rack.
 3. Ladder-type cable tray shall be affixed 6 inches above all data racks and equipment cabinets, and routed to all points of entry into each telecommunications room.
 - a. Include transition to proper height for penetration into hallway or other wall penetration as indicated on Drawings.
 - b. Install sufficient 4-inch conduits from telecom rooms into hallway (minimum of 2) with protective insulating bushings, cable spillway or specially designed cable tray sections, with appropriate firestop materials.
- E. Properly terminate all cables at speakers, call switches, administrative consoles and distribution racks. Permanently identify all cables in pullboxes, transition points, and termination points by affixing pre-marked self-adhesive wraps similar to Brady "B-500+ Plastic Cloth Markers."
- F. Permanently identify all system components following TIA/EIA-606A "Administration Standard for Commercial Telecommunications Infrastructure" with identification format:
1. Identification: Provide permanent identification labels for end devices and associated cabling at each end.

3.04 TESTING

- A. devices shall be tested and verified.
- B. Sound levels shall be verified and tapped correctly.

3.05 AS-BUILTS

- A. As-builts shall be provided in hardcopy and electronic CAD format prior to project completion and inspection.
- B. As-builts must include parts lists and wiring diagrams that clearly indicate all equipment, locations, wiring and connections.

- C. Owner's manuals shall be supplied as part of the as-built documentation.

3.06 DEMONSTRATION AND TRAINING

- A. All aspects of the systems must be demonstrated for the owner at the time of training
- B. A minimum of 8 hours of training shall be provided.
- C. Training shall be video and audio recorder for the owner and turned over to the owner at acceptance.

3.07 ACCEPTANCE

- A. Contractors work shall be considered complete after the following conditions have been met:
 - 1. Cable installation is complete and all cable runs have been tested and documented to be installed according to specifications and drawings.
 - 2. Equipment installation is complete and all functions have been tested and documented to function as designed and per the manufacturer's recommendations.
 - 3. All punch list items have been reconciled.
 - 4. All disturbed ceiling panels, fire stopping materials, covers, etc. have been properly reinstalled.
 - 5. All materials and trash have been removed from the site.
 - 6. A 1-Year Installers warranty has been given to a school district Technology representative.
 - 7. Submit Manufacturers Extended Warranty Application.

END OF SECTION

SECTION 28 10 00

SECURITY SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Intrusion Detection cabling
- B. Intrusion Detection sensors
- C. Intrusion Detection end devices
- D. Intrusion Detection headend equipment
- E. Associated Cabling
- F. Intrusion Software
- G. Associated power supplies, terminations, equipment, labeling and associated cable performance testing.

1.02 DEFINITIONS

- A. Intrusion Detection system refers to burglar alarm equipment including motion detectors, door contacts, control panels, communication panels, power supplies, expansion modules and associated wiring.
- B. Access Control system refers to card readers, cabling, electronics, access cards and system database to allow or prevent access to the facility.

1.03 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. Provide labor, materials, equipment, services and operations required for a complete installation an Intrusion Detection System.
 - a. Base panel
 - b. Expansion modules
 - c. Keypads
 - d. Annunciators
 - e. Motion Detectors
 - f. Door Contacts
 - g. Communication Modules
 - h. Power Supplies
 - i. Controllers
 - j. Servers

- k. Application Software
2. All wiring shall be wired according to manufactures specifications.
 - a. Refer to notes on each drawing to determine exact installation methods.
 - b. Strictly adhere to most current version of TIA/EIA Telecommunications cabling standards.
 - c. Permanently identify and label all cables and termination devices, at distribution rack and workstation in accordance with ANSI TIA/EIA-606 Standard or as agreed by Design consultant and Authority.
 - d. Remove and replace any cables failing to meet end-to-end testing requirements; do not abandon cable in place. All cable shall be terminated at both ends, unless noted in T-Drawings.
- B. Performance Requirements
1. The system shall produce a signal if the system is breached by an unauthorized user.
 2. Each sensor shall be individually alarmed.
 3. The system shall be capable of a minimum of 8 partitions.
 4. The system shall be capable of being scheduled.
 5. The system shall be capable of being controlled from the main panel, keypad locations, central station and PC connected to the LAN.
 6. The intrusion detection system will alert and record movement throughout the facility that is both authorized and unauthorized.
 7. The systems will be capable of communicating onsite as well as to remote locations.
 8. The systems shall be controllable in case of emergency situation.
 9. All systems shall operate on dedicated circuits with associated cabling in EMT.
 10. Comply with applicable requirements in Local, State and Federal Codes, TIA/EIA Standards, and BICSI methodology.
 11. Specified cabling system derived from recommendations in approved telecommunications industry codes, standards and methods, including the following documents:
 - a. Articles 250, 725, 760, 770, 800,810 and 820 of the current National Electrical Code.
 - b. ANSI/TIA/EIA-568-B.1: Commercial Building Telecommunications Cabling Standard Part 1 – General Requirements
 - c. ANSI/TIA/EIA-568-B.2: Commercial Building Telecommunications Cabling Standard Part 2 – Balanced Twisted Pair Cabling Components and subsections.
 - d. ANSI/TIA/EIA-568-B.3: Commercial Building Telecommunications Cabling Standard Part 3 – Optical Fiber Cabling Components

- e. ANSI/TIA/EIA-569-A: Commercial Building Standard for Telecommunications Pathways and Spaces
- f. ANSI/TIA/EIA-606: Administration Standard for Telecommunications Infrastructure of Commercial Buildings
- g. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications
- h. BICSI Telecommunications Distribution Methods Manual (TDMM), 12th Edition
- i. National Fire Protection Agency (NFPA-70): National Electrical Code (NEC)

1.04 SUBMITTALS

- A. Comply with requirements of Division 0 and Division 1 - Submittals and as modified below.
- B. Product Data: Submit manufacturer's product literature, technical specifications and similar information for the following items demonstrating compliance with the specified requirements.
 - 1. Motion Detectors, Door Contacts, Keypads
 - 2. Headend Control Panels and Communications Modules
 - 3. Power supplies
 - 4. Copper cable and termination devices.
 - 5. Inner duct and accessories.
 - 6. Wiring diagrams.
 - 7. Controllers
 - 8. Servers
- C. Samples: Provide samples of assemblies and connections as described below, prior to installation, for approval by designer.
 - 1. Intrusion Detection cables and connections – Submit samples of cables and terminations to be provided including following components and characteristics:
 - a. Provide all components in colors selected by Design consultant.
- D. Quality Control Submittal
 - 1. Test Reports: Submit complete sample test data and reports with exact labels used on cables termination fields.
 - 2. Certificates
 - a. Manufacturer Certification: Submit certification from manufacturer of products to be installed under this contract certifying that Installer is authorized by manufacturer to install specified products.
 - b. Installer Experience Listing: Submit list of at least 5 completed projects as specified below in "Quality Assurance – Qualifications – Installer."

- E. Contract Closeout Submittal: Comply with requirements of Division 0, including submission of operating and maintenance instructions as item in "Operation and Maintenance Data" manual described in that Section.

1.05 QUALITY ASSURANCE

- A. All Work shall be installed in a first class, neat and workmanlike manner by skilled Technicians. The quality of the workmanship shall be subject to inspection and approval by authorized school district personnel. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked until the approval of school district personnel is obtained.

B. Qualifications

1. Installer

- a. Qualified to cable, terminate, program and test Intrusion Detection systems, and associated power wiring specified in this Section and other Division 27/28 series specifications, certified by manufacturer of products to be installed, and completed at least 5 installations of similar size, nature and complexity as specified for this project.
- b. Contractor must maintain a local presence in the State of Delaware. Submit office locations for review.
- c. Contractor must provide proof that service and warranty work can be initiated with a 24 hour time period from a service call.

- C. Conditions for Consideration of "Or Equal" Products: Where products are specified by name and accompanied by the term "or equal", the proposed "or equal" product will be considered when the following conditions are satisfied. If all the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:

1. Proposed product does not require extensive revisions to the Contract Documents.
2. With the exception of the product name or number and manufacturer's name, proposed product conforms with requirements indicated on the Drawings and in the Specifications in every respect and will produce indicated results.
3. Proposed product is fully documented and properly submitted.
4. Proposed product has received necessary approvals of authorities having jurisdiction.
5. Proposed product is compatible with AND has been coordinated with other portions of the Work.
6. Proposed product provides specified warranty.
7. If proposed product involves more than one contractor, proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
8. Submission is accompanied with detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

9. Submission is accompanied with a list of similar installations for completed projects with project names and addresses and names and addresses of design consultants and authorities, if requested.
10. Submission is accompanied with proposed product's Manufacturer signed written statement on Manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents.

1.06 WARRANTY

- A. Installer's Warranty: Provide manufacturer's system warranty against electrical or mechanical defects for 1 year from date of final acceptance.
 1. The contractor shall revisit the system programming/zoning with the owner at the end of the 1 year warranty period and provide any programming/adjustments necessary required from the owner.
- B. Manufacturer warranty coverage for cable systems associated with the Intrusion Detection System and associated Access Control System.

1.07 TRAINING

- A. Installing contractor shall provide a minimum of 8 hours of training on system operation and managements as part of their scope of work.
 1. Additional hours shall be provided on a time and materials basis at the request of the owner.
- B. Installing contractor shall provide a video recording on a standard format DVD to the owner which includes training sessions.

1.08 OPERATION AND MAINTENANCE MANUALS

- A. Installing contractor shall provide a minimum of two hardcopy and one electronic copy of all operation and maintenance manuals to the owner at project completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Intrusion Detection
 1. Basis of Design – Bosch/Radionics
 - a. Equipment must completely integrate with the existing Bosch/Radionics main panel.
- B. Entry Door Video Intercom
 1. Basis of Design – AIPHONE IS-IP Series
 - a. Acceptable manufacturers
 - i. Or Approved equal
 2. Any system component not meeting the design and performance criteria will be rejected.

2.02 INTRUSION DETECTION

- A. Bosch/Radionics D7412G Intrusion Panel

1. The communications format shall be a standard format to allow reporting of individual point numbers and text and other expanded diagnostic reports.

B. Remote Access

1. The system shall provide a method for users to remotely access the system and perform all of the functions possible on an operator terminal by LAN (IP). Provide network interface module and Cat 6 cable and associated connections to school's data network.

C. System Design and Operation

1. Primary Control Unit: Control unit shall consist of a power supply, signal processing circuitry, tamper circuits, alarm relay and driver circuits. Solid state, modular construction of the control unit must be incorporated for quick and easy servicing.
2. The system shall be installed so that 10 percent future area protection of each zone may be added without compromising system performance in any way and no additional control equipment is necessary.
3. Sensor zones shall be defined the same as school's fire alarm area zones.
4. The system shall be continuously supervised by a tamper circuit to prevent defeat by cutting, jumping or shorting to ground one or more transducer lines. When the system is in the armed mode of operation or in the stand-by mode of operation, attempts at tampering will activate a remote trouble unit.
5. All zone controls shall be tamperproof installations so that tampering with a zone control will activate the remote trouble module.
6. The system shall operate from 120 volts, 60 Hz power under normal conditions. In the event of a power interruption, the system will automatically operate off of a self-contained emergency D.C. power source located within the control cabinet. When normal A.C. power is restored, the system shall resume normal operation. Under no circumstance will interruption of A.C. power cause the system to generate false alarms or fail to operate.
7. Arming and disarming shall be controlled by keypads.
8. The system shall include the LCD readout style annunciator sensor zone and every hardwired door zone as indicated on the drawings.
9. A system operating keypad shall be a part of the annunciator. The keypad shall override the main arm/disarm clock.
10. System shall have ENTRY AND EXIT time of 60 seconds, and keypads shall sound audible tone during ENTRY AND EXIT.

D. Components

1. Control Panel: Existing Bosch/Radionics D7412G Panel
2. Keypads: Bosch D1265
3. Expansion Modules
 - a. Bosch D9127U

- b. Bosch D8125
 - c. Bosch D8128D
 - d. Bosch D8129
4. Motion Detectors
- a. Bosch DS860 Series
 - b. Shall be wall mounted with Gimbal mounts with built-in interface. See drawings for locations.
 - c. Standard devices shall have a standard range of 50 feet x 50 feet.
 - d. Long Range devices shall have a range of 100 feet x 40 feet.
 - e. All devices shall be individually addressable.
 - f. Damage Stoppers (wire guards): Safety Technology International, STI series. Provide for all devices in gym, locker rooms, and other high abuse areas noted on drawings.
5. Magnetic Door Contacts:
- a. Recessed – GE 1072
 - b. Surface Mount – GE 2505
 - c. Roll Up door – GE 2202
6. Power Supplies
- a. Bosch B520 Aux Modules
7. Transformers
- a. Bosch As Needed
8. Battery Backup
- a. Bosch D1216
9. Cable/Wiring
- a. Provide Allied True Color products, or equal. All junction boxes are to be painted green to match conduit. All wiring shall be concealed. No surface metal raceway shall be used unless approved by owner, and if approved, shall be painted to match adjacent wall color.
 - b. General: 18-AWG, 4-wire, unshielded, plenum rated. Provide two (2) cable loops for connection of all devices. Alternate connection of devices between cable loops such that every other device in series is connected to one cable and the other cable is connected to every other device remaining. Cable shall be plenum rated West Penn Model 25244, or approved equal.
10. Surge Protection: Provide transient surge protection devices on the power feeds for all major components of equipment. This shall include equipment with electronic components such as the control panel. Surge protection devices shall be UL listed, equal to Transtector or Isobar.

The devices shall have a 5 nanosecond or less response time for clipping excessive voltage. The surge protection devices shall consist of solid state circuitry, will automatically reset after an operation with no degradation in protective capability and have an indicated light to indicate when the unit is non-operational. Devices shall be direct plug-in type, plug strip type, or hard-wired connection type as applicable.

2.03 AIPHONE

- A. IS-IPDVF Exterior Station
- B. IS-IPMV Interior Station
- C. IS-IPC Network Interface
- D. IS-CCU Central Control Unit
- E. EL-12S Door Strike
- F. PT-1210N AC Transformer
- G. IS-PU-UL Power Supply
- H. Network Cable: Cat 6 UTP

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which Intrusion Detection cabling and equipment and related components are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Design consultant in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected to ensure a safe and timely installation.
 - 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Design consultant written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
 - 2. Visit Site to identify and become familiar with existing field conditions and specific requirements of each Site.
 - 3. Verify all dimensions in field and confirm condition of existing hardware to be utilized.
 - 4. Confirm space requirements and physical confines of all work areas to ensure that all materials can be installed in indicated spaces.
 - 5. Confirm all outlet locations and cable pathways and advise Design consultant in writing of any discrepancies or issues in Design described in Contract Documents.

3.02 PREPARATION

- A. Protection: Provide adequate protection of equipment and hardware before and after installation.

- B. Existing Intrusion Detection Equipment: Ensure all systems remain operational throughout the project.
1. Identify any circuits and/or wiring at the site not shown on T-Drawings and interfering with installation of specified Equipment.
 2. Remove all accessible portions of abandoned communications cabling per NEC 800.52. Tag all communications cabling not terminated at both ends but retained for future use.

3.03 INSTALLATION

- A. Provide and install all components necessary to install a complete Intrusion Detection System, including (but is not limited to) connectors, sensors, panels, power supplies, terminators, etc...
1. Cable runs shall be per manufacturer's recommendations in all cases. Any deviation will result in system rejection.
 2. Secure all horizontal cables within ceiling cavities to building structure.
 3. Loosely bundle all cables and support from structure at unequal intervals from 5 to 6 feet with spring steel fasteners and cable clip rated for use with high performance cables where cable tray or other support structure has not been provided as indicated on Drawings. All mounting clips shall be seismic type as per BOCA.
 4. Do not violate manufacturer's recommended loadings. Leave 30% capacity for future use of pathway.
 5. Do not support cables from ceiling grid T-Bars, grid wire supports or bridle rings. Do not allow cables to touch ceiling grid.
 6. Install cables in EMT conduit in all unfinished, exposed areas as shown in Design consultant and Architectural roof plans and/or T-Drawings, unless alternate pathways are noted.
 7. Do not secure cables with permanent cable ties. Do not tighten cable bundles in such a way as to cause jacket deformation or damage.
 8. Place cables in compliance with TIA/EIA-568.B standards and BICSI recommended methods.
 9. Tight 90-degree bends are unacceptable, and use of plastic "cinch-type" tie-wraps are not permitted, in order to prevent damage to cable jacket and compromise the cable's electrical or optical characteristics.
 10. Cable bundles shall be neatly routed with a service loop to provide 10 feet of slack at the end and as noted in the drawings. Cable bundles shall be secured using only black Velcro cable wraps.
- B. Install all exposed cabling in surface raceway by Wiremold, Hubbell or Panduit where in-wall conduit has not been provided. Follow all manufacturers' guidelines requirements regarding bending radius and slack. All bends, offsets and fittings shall be appropriately sized to provide 30% capacity after installation.
- C. Install all cable in accordance with National, state and local codes and TIA/EIA Standards, and BICSI methods.
1. Follow manufacturer's guidelines and requirements for all cable termination.

2. Identification: Provide permanent identification labels for patch panels, access panels and entrance facilities.

3.04 TESTING

A. Security Systems

1. Upon completion of work, all parts of the systems installation shall be tested by the installing Contractor and demonstrated free of any defects. Preliminary testing will be permitted but shall not be accepted in lieu of obtaining final test results. Final test results shall be accomplished by the use of proper test equipment for the system being tested.
2. Each device shall be demonstrated to individually alarm and pin point the exact triggered sensor. Any system failing this requirement will be wholly rejected at the contractor's expense.
3. The video phone entry system shall be verified to be operation and perform to manufacturer's specifications.
4. Re-terminate and re-test any cables or pairs of cables failing end-to-end testing requirements. Replace any faulty cables/pairs or termination devices. Remove all defective cables completely from pathways.

3.05 AS-BUILTS

- A. All devices shall be shown in their accurate location
- B. All equipment and cables shall be properly identified and labeled.
- C. Accurate as-built drawings shall be provided in electronic and hard copy format.
 1. 3 copies of electronic (CAD) drawings shall be distributed on appropriate media: 1 to construction management, 1 to designers and 1 to school district personnel.
 2. 3 hard copies of CAD drawings shall be plotted on full size sheets and test results of every installed cable have been given to the construction management for appropriate distribution.

3.06 DEMONSTRATION

- A. Access, Intrusion and Video Entry Systems Demonstration
 1. 8 Hours of demonstration and training on all aspects of the completely installed systems must be provided for the owner.
 - a. Training shall be video recorded for the owner and given to them after acceptance.
 - b. Training and system demonstration must include all aspects of the system and its operation.
 - c. Additional training, beyond the initial 16 hours, shall be provided for the owner at their request on an hourly rate basis.

3.07 ACCEPTANCE

- A. Contractors work shall be considered complete after the following conditions have been met:

1. Cable and equipment installation is complete and all cables and equipment have been tested and documented to be installed according to specifications and drawings. Use form at the bottom of this specification for zone descriptions and delineation.
2. A school district Security and Technology representative has successfully tested the "LIVE" system.
3. All punch list items have been reconciled.
4. All disturbed ceiling panels, covers, etc. have been properly reinstalled.
5. All materials and trash have been removed from the site.
6. A 1-Year Installers warranty has been given to a school district Security and Technology representative.
7. Submit Manufacturers Extended Warranty Application.

END OF SECTION

SECTION 28 20 00

VIDEO SURVEILLANCE SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Video Surveillance Hardware, Cameras and Components
2. Video Surveillance Network Video Recorders
3. Video Surveillance Workstations
4. Video Surveillance Software

1.02 DEFINITIONS

- A. CCTV and video surveillance refer to the same system and are used interchangeably. Terms refer to cabling system included in this specification section.

1.03 SYSTEM DESCRIPTION

A. Design Requirements

1. Provide an IP based video surveillance system.
 - a. System shall utilize IP cameras, CAT 6 UTP cabling connected to CAT 6 patch panels.
 - b. Patch panel shall be connected to the LAN via POE switches and multimode backbone fiber.
 - c. Servers and workstations shall reside on the LAN and be accessible via the TCP/IP network locally and remotely.
 - d. Headend equipment shall be located in telecom rooms.
 - e. Antivirus software shall be loaded and active on the selected server equipment.
 - f. All horizontal UTP wiring employs a star topology.
 - g. Category 6 UTP wiring terminates in Category 6 RJ-45 male connector jack at cameras location and on Category 6 rack-mounted patch panel dedicated for security cameras in telecommunications room. Connections wired per TIA/EIA-568A.
 - h. Strictly adhere to most current version of TIA/EIA Telecommunications cabling standards.
 - i. Category 6 rated RJ-45 type connectors with all four copper pairs terminated and tested in accordance with EIA 568B wiring standard.

B. Performance Requirements

1. System shall provide multiple recording channel solutions (4, 16, 32, 64, etc., channels) for the quantity of cameras shown.
2. The NVR operating system shall allow regular updates and security patches to be installed.
3. The NVR shall have Hard Drive Fault Tolerance, Dual Power Supplies and OS Backup capabilities.

4. System shall allow enterprise level antivirus software to be loaded, configured and run per the manufacturer's specifications.
 - a. Certain directories may be excluded from real time scanning.
5. The server and client stations shall be accessible remotely.
6. System shall provide MGEG-4, MJPEG, wavelet and H.264 video compression.
7. IP cameras shall have vari-focal lenses with auto iris and remote digital zoom.
8. Camera lens shall be suited for the anticipated field of view.
9. IP cameras shall have a wide dynamic range and day night functionality.
10. System shall be capable of recording HD video and megapixel resolutions.
11. System shall provide variable frame rate recording up to 30 FPS (Basis shall be 10 fps).
12. System shall provide edge based motion sensing and recording features. (Basis is 75% motion for a 24 hour period.)
13. System shall allow simultaneous recording and playback of video.
14. System shall provide application and web-based camera viewing.
15. System shall provide multiple user access levels with associated permissions.
16. System shall be expandable.
17. System shall provide remote configuration and management.
18. System shall provide a minimum of 30 days of recorded video for each channel.
19. System shall support cameras from multiple vendors.
20. System shall comply with applicable requirements in Local, State and Federal Codes, TIA/EIA Standards, and BICSI methodology.
21. Specified cabling system derived from recommendations in approved telecommunications industry codes, standards and methods, including the following documents:
 - a. Articles 250, 725, 760, 770, 800,810 and 820 of the current National Electrical Code.
 - b. ANSI/TIA/EIA-568-B.1: Commercial Building Telecommunications Cabling Standard Part 1 – General Requirements
 - c. ANSI/TIA/EIA-568-B.2: Commercial Building Telecommunications Cabling Standard Part 2 – Balanced Twisted Pair Cabling Components and subsections.
 - d. ANSI/TIA/EIA-568-B.3: Commercial Building Telecommunications Cabling Standard Part 3 – Optical Fiber Cabling Components
 - e. ANSI/TIA/EIA-569-A: Commercial Building Standard for Telecommunications Pathways and Spaces
 - f. ANSI/TIA/EIA-606: Administration Standard for Telecommunications Infrastructure of Commercial Buildings
 - g. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications

- h. ANSI/TIA/EIA-758: Customer-Owned Outside Plant Telecommunications Cabling Standard
- i. BICSI Telecommunications Distribution Methods Manual (TDMM), 12th Edition
- j. National Fire Protection Agency (NFPA-70): National Electrical Code (NEC)

1.04 SUBMITTALS

- A. Comply with requirements of Division 0 and Division 1 - Submittals and as modified below.
- B. All submittals must conform to the state of Delaware K-12 wiring standards, please refer to this link for additional details:
 - 1. <http://dti.delaware.gov/pdfs/pp/CablingAndWiringStandard-K12.pdf>
- C. Product Data: Submit manufacturer's product literature, technical specifications, wiring diagrams, calculations and similar information for the following items demonstrating compliance with the specified requirements. Product submittals must clearly highlight the equipment being proposed. Failure to clearly indicate the selected items shall be rejected at the contractor's expense.
 - 1. Copper cable, patch cables and termination devices.
 - 2. Inner duct and accessories.
 - 3. Wiring diagrams.
 - 4. Sample of each cable test report.
 - 5. Cameras with anticipated lens type and size.
 - 6. POE Switches
 - 7. NVRs
 - 8. Power Supplies
 - 9. Software Applications
 - 10. Workstations
 - 11. Servers
 - 12. UPS Equipment
- D. Samples: Provide samples of equipment as described below, prior to installation, for approval by designer.
 - 1. CCTV Cameras
 - 2. CCTV Housings and Mounts
- E. Quality Control Submittal
 - 1. Test Reports: Submit complete sample test data and reports with exact labels used on cables and patch panels
 - 2. Certificates
 - a. Manufacturer Certification: Submit certification from manufacturer of products to be installed under this contract certifying that Installer is authorized by manufacturer to install specified products.

- b. Installer Experience Listing: Submit list of at least 5 completed projects as specified below in "Quality Assurance – Qualifications – Installer."

- F. Contract Closeout Submittal: Comply with requirements of Division 0, including submission of operating and maintenance instructions as item in "Operation and Maintenance Data" manual described in that Section.

1.05 QUALITY ASSURANCE

- A. All Work shall be installed in a first class, neat and workmanlike manner by skilled Technicians. The quality of the workmanship shall be subject to inspection and approval by authorized CSD personnel. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked until the approval of CSD is obtained.

B. Qualifications

1. Installer

- a. Qualified to cable, terminate and test data network cabling system, coaxial cable system and associated power wiring specified in this Section and Sections 27/28, certified by manufacturer of products to be installed, and completed at least 5 installations of similar size, nature and complexity as specified for this project.
- b. Contractor must maintain a local presence in the State of Delaware. Submit office locations for review.
- c. Contractor must provide proof that service and warranty work can be initiated with a 24 hour time period from a service call.

- C. Conditions for Consideration of "Or Equal" Products: Where products are specified by name and accompanied by the term "or equal", the proposed "or equal" product will be considered when the following conditions are satisfied. If all the following conditions are not satisfied, Design Consultant will return requests without action, except to record noncompliance with these requirements:

1. Proposed product does not require extensive revisions to the Contract Documents.
2. With the exception of the product name or number and manufacturer's name, proposed product conforms with requirements indicated on the Drawings and in the Specifications in every respect and will produce indicated results.
3. Proposed product is fully documented and properly submitted.
4. Proposed product has received necessary approvals of authorities having jurisdiction.
5. Proposed product is compatible with AND has been coordinated with other portions of the Work.
6. Proposed product provides specified warranty.
7. If proposed product involves more than one contractor, proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
8. Submission is accompanied with detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
9. Submission is accompanied with a list of similar installations for completed projects with project names and addresses and names and addresses of design consultants and authorities, if requested.

10. Submission is accompanied with proposed product's Manufacturer signed written statement on Manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents.

1.06 WARRANTY

- A. Installer's Warranty: Provide manufacturer's system warranty against electrical or mechanical defects for 1 year from date of final acceptance.
- B. Manufacturer warranty coverage for fiber cable systems associated with the CCTV System.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Preferred Vendor – Everfocus (currently at Booker T Washington)
 - a. Or approved equal that can integrate with the currently installed system.
2. Power Wiring (if required beyond POE switches)
 - a. Wires shall be approved for use in plenum rated spaces.
 - b. Power wiring shall be approved by the CCTV manufacturer for use with the CCTV system.
 - c. 14/2 AWG copper cable.
3. Network Video Recorder/Server
 - a. Basis of Design – Everfocus NVR-4000
 - i. Specifications shall be equal to or greater than this NVR.
 - ii. System shall accommodate up to 64 cameras.
 - iii. Provide a license for each camera as part of the system.
4. Storage Server
 - a. Basis of Design – QNAP TS-EC1679U-RP-US
 - i. System shall provide 32 TB of storage
 - ii. Linux embedded OS
 - iii. Or approved equal
5. Admin Client
 - a. Quad Core Intel i5
 - b. RAM: Minimum 4 GB
 - c. Windows 7 Professional or Ultimate (32 or 64-bit)
 - d. Graphics Adapter: Adapter: PCI-Express, 1 GB RAM
 - e. RAM, Direct 3D supported
6. Network IP Cameras

- a. Indoor Day/Night Dome Basis of Design
 - i. Everfocus EDN2160
 - ii. Or approved equal with all mounts and accessories
- b. Outdoor Day/Night Dome Basis of Design
 - i. Everfocus EHN3260 with L bracket
 - ii. Or approved equal with all mounts and accessories
- 7. Workstations
 - a. Basis of Design – Dell Precision T7500
- 8. Monitors
 - a. Basis of Design – Samsung BX2450
- 9. Rack Monitor
 - a. 19” SMK-920
- 10. UPS
 - a. Basis of Design – APC 5000 VAC Smart UPS
 - b. Basis of Design – APC 3000 VAC Smart UPS
 - c. Basis of Design – APC 1500 VAC UPS

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which CCTV cabling and equipment and related components are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Design consultant in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected to ensure a safe and timely installation.
 - 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Design consultant written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
 - 2. Visit Site to identify and become familiar with existing field conditions and specific requirements of each Site.
 - 3. Verify all dimensions in field and confirm condition of existing hardware to be utilized.
 - 4. Confirm space requirements and physical confines of all work areas to ensure that all materials can be installed in indicated spaces.
 - 5. Confirm all outlet locations and cable pathways and advise Design consultant in writing of any discrepancies or issues in Design described in Contract Documents.

3.02 PREPARATION

- A. Protection: Provide adequate protection of equipment and hardware before and after installation.

B. Existing Communications Services: Ensure all telecommunications systems (voice, video and data) remain operational throughout the project.

1. Identify any circuits and/or wiring at the site not shown on T-Drawings and interfering with installation of specified Equipment.
2. Remove all accessible portions of abandoned communications cabling per NEC 800.52. Tag all communications cabling not terminated at both ends but retained for future use.

3.03 INSTALLATION

A. Provide and install all components necessary to install complete telecommunications cabling and equipment systems, including (but is not limited to) connectors, patch cables, terminators, etc...

1. Do not violate manufacturer’s recommended loadings. Leave 30% capacity for future use of pathway.
2. Verify all horizontal cable run lengths prior to installation. Re-distribute horizontal cabling to maintain distance requirements and maintain pathway route accessibility.
3. Install cables in EMT in all unfinished, exposed areas as shown in Design consultant and Architectural roof plans and/or T-Drawings, unless alternate pathways are noted.
4. Do not secure cables with permanent cable ties. Do not tighten cable bundles in such a way as to cause jacket deformation or damage.
5. Provide a minimum of 15’ of cable slack at camera location and 24 inches at patch panels, unless noted otherwise.
6. Tight 90-degree bends are unacceptable, and use of plastic “cinch-type” tie-wraps are not permitted, in order to prevent damage to cable jacket and compromise the cable’s electrical or optical characteristics.

B. Determine allowable cable proximity to other electrical power sources of 480 Volts or less using TIA/EIA-569A “Cabling Pathway Standard” for UTP cable separations from sources of EMI:

1. Minimum separation distance form Power Source at 480 V or less:

CONDITION	< 2kVA	2-5 Kva	≥ 5 kVA
a. Unshielded power lines or electrical equipment in proximity to open or non-metal pathways	6 in.	12 in.	24 in.
b. Unshielded power lines or electrical equipment in proximity to open or non-metal pathways	3 in.	6 in.	12 in.
c. Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to grounded metal conduit pathway	3 in.	6 in.	12 in.
d. Transformers & Elec. Motors	40 in.	40 in.	40 in.
e. Fluorescent Lighting	12 in.	12 in.	12 in.

C. Install all cable in accordance with National, state and local codes and TIA/EIA Standards, and BICSI methods.

3.04 TESTING

A. LAN and Video Cabling System

1. Upon completion of work, all parts of the telecommunications installation shall be tested by the Contractor and demonstrated free of any defects. Preliminary testing will be permitted but shall not be accepted in lieu of obtaining final test results. Final test results shall be accomplished by the use of proper test equipment for the system being tested.

3.05 AS-BUILTS

A. Accurate as-built drawings shall be provided in electronic and hard copy format.

- a. All equipment shall be shown in its exact location
- b. All cameras shall be labeled and uniquely identified.
- c. 3 copies of electronic (CAD) drawings shall be distributed on appropriate media: 1 to construction management, 1 to designers and 1 to the school district.
- d. 3 hard copies of CAD drawings shall be plotted on full size sheets and test results of every installed cable and camera have been given to the construction management for appropriate distribution.

3.06 DEMONSTRATION

A. CCTV System Demonstration

1. 16 Hours of video surveillance demonstration and training on all aspects of the completely installed system must be provided for the owner.
 - a. Training shall be video recorded for the owner and given to them after acceptance.
 - b. Training and system demonstration must include all aspects of the system and its operation.
 - c. Additional training, beyond the initial 16 hours, shall be provided for the owner at their request on an hourly rate basis.

3.07 ACCEPTANCE

A. Contractors work shall be considered complete after the following conditions have been met:

1. Cable and electronics installation is complete and all cable runs have been tested and documented to be installed according to specifications and drawings.
2. A school district Technology representative has successfully tested the "LIVE" system.
3. All punch list items have been reconciled.
4. All disturbed ceiling panels, covers, etc. have been properly reinstalled.
5. All materials and trash have been removed from the site.
6. A 1-Year Installers warranty has been given to a school district Security or Technology representative.
7. Submit Manufacturers Extended Warranty Application.

END OF SECTION