
Delaware Technical & Community College

Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

Cafeteria Quick-Fix Renovation

PROJECT MANUAL

BSA+A PROJECT #12.041

Issued for Bid

April 15, 2013



PROJECT MANUAL

DELAWARE TECHNICAL & COMMUNITY COLLEGE

Cafeteria Quick-Fix Renovation

**Wilmington Campus
333 Shipley Street
Wilmington, DE 19801**

ARCHITECT

BSA+A / Buck Simperts Architect + Associates, Inc.
715 N. Orange Street
Wilmington, DE 19801
302.658.9300
fax 302.658.1125

MECHANICAL/ELECTRICAL/PLUMBING ENGINEER

Delaware Engineering & Design Corp.
315 South Chapel Street
Newark, DE 19711
302.738.7172
fax 302.738.7175

FOOD SERVICE CONSULTANT

Nyikos Associates
18219A Flower Hill Way
Gaithersburg, MD 20870
240.683.9530
fax 240.683.9532

April 15, 2013

TABLE OF CONTENTS

DIVISION 0 – PROCUREMENT AND CONTRACT REQUIREMENTS

000101	Project Title Pages
000110	Table of Contents
001113	Advertisement for Bids
002113	Instructions to Bidders
004100	Bid Forms <ul style="list-style-type: none">• Bid Form• Subcontractor List• Non-Collusion Statement• Equality of Employment Opportunity• Certification Regarding Lobbying
004101	Certification Regarding Lobbying
005110	Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity
005200	Standard Form Between Owner & Contractor – AIA A101-2007 <ul style="list-style-type: none">• Agreement Forms and Amendment to Contract for Construction
006113	Performance, Payment and Bid Bond Forms
006216	Certificate of Insurance
007300	General Conditions of the Contract for Construction – AIA A201-2007
007301	Supplementary Conditions
007343	Prevailing Wage
011100	Summary of Work
012300	Alternates
012600	Change Order Procedures
012613	Contractor Compensation
012900	Payment Procedures
013113	Project Coordination Meetings
013119	Pre-Installation Meetings
013216	Construction Schedule
013219	Submittals Register
013226	Contractors Daily Reports
013300	Submittal Procedures
013523	Safety Program
015200	Construction Facilities & Temporary Controls
016200	Material and Equipment
017419	Construction Waste Management
017700	Contract Closeout Procedures

DIVISION 2 – EXISTING CONDITIONS

024500 Cutting and Patching

DIVISION 3 - CONCRETE

Not Used

DIVISION 04 - MASONRY

Not Used

DIVISION 05 – METALS

Not Used

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES

064023 Interior Architectural Woodwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Not Used

DIVISION 8 - OPENINGS

Not Used

DIVISION 9 - FINISHES

092900 Gypsum Board Assemblies
095113 Acoustical Panel Ceilings
096513 Resilient Wall Base & Accessories
096516 Resilient Sheet Flooring
096519 Resilient Tile Flooring
099100 Painting

DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 – EQUIPMENT

114000 Food Services Equipment

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING EQUIPMENT

Not Used

DIVISION 21 – FIRE PROTECTION

Not Used

DIVISION 22 - PLUMBING

Not Used

DIVISION 23 - HVAC

See Drawings

DIVISION 26 – ELECTRICAL

See Drawings

DIVISION 27 – COMMUNICATION

See Drawings

DIVISION 28 – ELECTRONIC SAFETY & SECURITY

See Drawings

END TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

Delaware Technical & Community College (DTCC) will receive bids for the **Cafeteria Quick-Fix/Renovation, Wilmington Campus**, on May 24, 2013, at 2:00 PM, in the Wilmington Campus Conference Room A, 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 project will be bid as a general construction contract.

A pre-bid meeting will be held on May 8, 2013 at 2:00 PM, in the Wilmington Campus Conference Room A, for the purpose of establishing the listing of subcontractors and to answer questions. **ATTENDANCE OF THIS MEETING IS NOT A PREREQUISITE FOR BIDDING ON THIS CONTRACT.** The location of the project will be available to review.

Sealed bids shall be addressed to Delaware Technical & Community College, Attn: John Fogelgren. Please provide three (3) copies. The outer envelope should clearly indicate: **"SEALED BID - DO NOT OPEN."** A ten percent (10%) bid bond is required with the bid.

Electronic bid documents can be downloaded from <http://mymarketplace.delaware.gov/> and hard copies will be available for purchase from Reprographic Center, Inc. (RCI) at the cost established by RCI. RCI's phone number is 302-328-5019. Documents will be available beginning April 25, 2013.

Questions should be directed to BSA+A Architects in writing, attention David Dalby, Fax number is 302-658-1125 and email is ddalby@simpers.com.

The contract consists of a renovation to an existing, approximately, 5,400 square foot kitchen serving and cafeteria seating area located within the first floor of the existing building. Renovations include but are not limited to upgrades in ceilings, lighting, flooring, painting and kitchen equipment.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

SECTION 002113 - 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 . 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

or Architect”, “requested by or Architect”, etc.

- 1.12 Where used in conjunction with General Contractor’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 and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by 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 not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
2. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner, Architect, 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 Architect 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 Architect.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect 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 e-mailed, mailed, faxed or delivered to each person or firm recorded by the General Contractor as having received a complete set of the Bidding Documents, and will be available for inspection wherever the Bidding Documents are kept available for that purpose.
2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free of charge directly to them should address a letter to the General Contractor 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 General Contractor 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 in the amount of 10%, 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 General Contractor 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 SIXTY (60) 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. If the owner accepts alternates, they will be accepted in the order listed in Section 012300 ALTERNATES, beginning with Alternate #1

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 Architect, 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 Architect/Owner 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 General Contractor.

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. See provision number 4 in the "Amendment to Contract for Construction Between Delaware Technical and Community College and"....for additional requirements related to this project.
- 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, **Delaware Technical and Community College**, 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, **Delaware Technical and Community College**, 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 Architect.
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 General Contractor.
- 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 re-advertised, 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 . . .”

If the project is located within New Castle County, Delaware all Contractors are required to submit a copy of their New Castle County business license to the General Contractor.

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

Delaware Technical and Community College
Cafeteria Quick-Fix Renovation
Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

BID FORM

For Bids Due: _____

To: _____
Delaware Technical & Community College
Cafeteria Quick-Fix Renovation
333 Shipley Street
Wilmington, DE 19801
Attn: John Foglgren

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

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

\$ _____
(\$ _____)

- A. Alternate No. 1: VCT Flooring in Cafeteria – 100.
 - 1. Base Bid: Provide VCT Flooring & Base in Servery – 101 as detailed, specified and scheduled on contract documents. Existing flooring to remain in Cafeteria – 100; Elevator Lobby; and Vestibule – 113.
 - 2. Alternate: New VCT flooring & Base as detailed, specified and scheduled on contract documents in Servery-101, AND Cafeteria-100, Elevator Lobby and Vestibule-113

\$ _____
(\$ _____)

- B. Alternate No. 2: Rubber Tile in lieu of VCT.
 - 1. Base Bid: Provide VCT Flooring in Servery – 101 only as detailed, specified and scheduled on contract documents.
 - 2. Alternate: Provide Rubber Tile (RT-1, RT-2, RT-3, and RT-4) in lieu of VCT floorings in Servery-101, and Cafeteria-100, Elevator Lobby and Vestibule-113

\$ _____

(\$)

Delaware Technical and Community College
Cafeteria Quick-Fix Renovation
Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

BID FORM

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

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

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

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

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

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(Authorized Signature)

(SEAL) _____
(Title)

Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Security

Delaware Technical and Community College
Cafeteria Quick-Fix Renovation
Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

BID FORM

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>
1. Carpentry	_____	_____ _____
2. Electrical	_____	_____ _____
3. Mechanical/Plumbing	_____	_____ _____
4. Fire Protection	_____	_____ _____
5. Drywall	_____	_____ _____
6. Painting	_____	_____ _____
7. Acoustic Ceiling	_____	_____ _____
8. Flooring	_____	_____ _____

Delaware Technical and Community College
Cafeteria Quick-Fix Renovation
Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

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

My Commission expires _____ . NOTARY PUBLIC _____ .

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

Delaware Technical and Community College
Cafeteria Quick-Fix Renovation
Wilmington Campus
333 Shipley Street
Wilmington, DE 19801

BID FORM

DELAWARE STATE CODE – TITLE 29 CHAPTER 69

Equality of employment opportunity on public works

a) As a condition to the awarding of any contract for public works financed in whole or in part by state appropriation all state contracting agencies shall include in every contract hereinafter entered into the following provisions:

“During the performance of this contract, the contractor agrees as follows”

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 that applicants are employed, and that employees are treated during employment, without regard to their race, creed color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, states that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.”

COMPANY/ORGANIZATION _____

ADDRESS _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

DATE _____

REQUIREMENTS FOR SUBMITTAL OF THE EQUALITY OPPORTUNITY STATEMENT

CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

CONTRACT CLAUSE
NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/ recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____



AIA[®] Document A101[™] – 2007

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

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

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

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

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

| Misc Forms

The Architect:
(Name, address and other information)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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User Notes:

(2651577571)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

| per annum

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

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

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

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings:

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

Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

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

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

.2 Other documents, if any, listed below:

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

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

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(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Amendment to Contract for Construction
Between
Delaware Technical & Community College
And

The parties hereby agree that the AIA Document A101 – 2007 “Standard Form of Agreement between Owner and Contractor” shall govern this transaction as supplemented and amended herein. The parties expressly agree that the terms of this amendment shall govern in the event of a conflict between the terms of the AIA Document or any document referenced or incorporated therein, and that any contrary provision of any such document shall be superseded hereby.

1. By signing this Agreement, Contractor swears that he has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;
2. All provisions of the Bid Package and Project manual are incorporated herein by reference as though fully set forth. In the event of a conflict between any provision of the Bid Package or Project Manual and the bid or proposal submitted by Contractor, the Bid Package and Project Manual shall control.
3. Section 3.3 is amended to require substantial completion of all construction not later than ____ days from the commencement of construction. Time is of the essence. If the Contractor fails to complete the work within the time specified, the Contractor shall pay liquidated damages to the Owner in the amount of \$ _____ for each calendar day of delay until the work is completed or accepted. If the Owner terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to all sums and remedies available to Owner upon termination for cause.
4. In the event the attached contract or aggregate of contracts is in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) and requires or involves the employment of mechanics and/or laborers, then the minimum wages to be paid to the various classes of laborers and mechanics shall be based upon greater of the Davis-Bacon Wage Rates or the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

5. Contractor shall pay all mechanics and laborers employed directly upon the site of the 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 the prevailing wages, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics, and shall provide sworn payroll information, as required by the Department of Labor, on a weekly basis.
6. All changes to the scope of construction shall be authorized in writing by Owner in advance. Owner shall not be liable for payment of any change order that has not received prior written authorization. The cost of any change order shall be set forth therein. If no such provision is set forth in the change order, then the cost to the Owner shall be the Contractor's costs for wages, labor costs other than wages, wage taxes, materiel, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit not to exceed 5%;
7. Preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Contractor shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section;
8. Payments are due 30 days after receipt of a valid Application for Payment. Payments due and unpaid after 30 days shall bear interest of one percent per month not to exceed twelve percent per annum;
9. Final payment shall not be due until all non-conforming work has been corrected and all other provisions of the agreement have been met, including, but not limited to, all reporting requirements. Furthermore, a written release of mechanics' liens signed by all persons who would otherwise be entitled to avail themselves of the provisions of Chapter 27 of Title 25 of the Delaware Code, containing a notarized, verified certification signed by the Contractor that all of the persons signing the release constitute all of the persons who have furnished materials and performed labor in and for the construction, erection, building, improvement, alteration and repair to the date of the release and who would be entitled otherwise to file mechanics' liens claims shall be provided simultaneously with the receipt of final payment;
10. Owner may terminate this agreement or suspend work hereunder for any reason authorized by applicable Delaware law;
11. §6.2 is hereby deleted. The parties reserve all remedies available at law or equity for any dispute not resolved in accordance with §6.1. In the event legal action is instituted to enforce performance hereunder, the prevailing party shall be entitled to an award of attorneys fees and costs in addition to all other relief granted;
12. Simultaneous with the execution of the this contract, Contractor shall also execute a good and sufficient bond for the benefit of Owner, with corporate surety authorized to

13. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and plans and specifications thereof, at the time and in the manner prescribed by the contract and the plans and specifications, including the payment in full, to every firm furnishing materiel or performing labor in the performance of the contract, of all sums of money due it for such labor or materiel. The bond shall also contain the Contractor's guarantee to indemnify and save harmless the Owner from all costs, damages and expenses growing out of or by reason of Contractor's failure to comply and perform the work and complete the contract in accordance with its terms. No firm or surety, in any action brought under 29 Del C ~~56962~~, or any successor law, or on the bond required by such statute, shall assert as a defense to such action the claim that the bond given contained a limitation or restriction not provided for by Chapter 69, Title 29 of the Delaware Code, the provisions of which are incorporated herein by reference as though fully set forth;
14. Owner may, when it considers that its interests so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid for the credit of the Owner to the Secretary of Finance;
15. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Contractor (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed;
16. Contractor shall submit a report to Owner not less frequently than monthly covering the general progress of the job and describing any problems or factors contributing to delay;
17. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation 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.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation or national origin.

18. The parties agree that this agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal on this indenture on this ___ day of _____, 2012.

Delaware Technical & Community College

_____(Seal)
Orlando J. George, Jr, President

(Contractor)

_____(Seal)
By:

SECTION 006113 – BONDS

1. PAYMENT AND PERFORMANCE BONDS

1.1 Bonds must be in the following form:

1. Form of Payment Bond (attached).
2. Form of Performance Bond (attached).
3. Form of Bid Bond (attached)

SECTION 00 61 13 - FORM OF PAYMENT BOND

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

Bond Number:

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

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

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

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

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond. Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

By: _____ (SEAL)

Name: Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

By: _____ (SEAL)

Name: Name:

Title:

(Corporate Seal)

SECTION 00 61 13 - FORM OF PERFORMANCE BOND

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

Bond Number: _____

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

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

By: _____ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

By: _____ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS That: _____

_____ of _____ in the County of _____
and State of _____ as **Principal**, and

_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware

("State"), are held and firmly unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)

of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____, (*insert State agency name*) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

SECTION 006216 - 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 – Delaware Technical and Community College

4. Certificate Holder – Delaware Technical and Community College

Contractors shall note that although not a part of AIA Document A201 – 2007 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



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

sample

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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.

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User Notes:

(1735880527)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Init.

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(1735880527)

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time

3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

Init.

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CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of **8.1.2**

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.

Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
 13.6.1, 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Init.

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1,
13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,
15.2.8, 15.4.1

Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections
13.5.1, 13.5.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

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

6.1
Owner's Right to Stop the Work

2.3
Owner's Right to Suspend the Work

14.3
Owner's Right to Terminate the Contract

14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17,
4.2.12, 5.3.1

Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
 10.3.1
Performance Bond and Payment Bond
 7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
 Polychlorinated Biphenyl
 10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
 Regulations and Laws
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
 15.2.8, 15.4
 Rejection of Work
 3.5, 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
 9.8.2, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
 5.1.2, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and
 Samples by Contractor
 3.12

Rights and Remedies
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 13.7, 15.4.1.1
 Stopping the Work
 2.3, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3.7

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
4.1.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of
9.10.2, 9.10.3

Surveys
2.2.3

Suspension by the Owner for Convenience
14.3

Suspension of the Work
5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor
14.1, 15.1.6

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6

Termination by the Owner for Convenience
14.4

Termination of the Architect
4.1.3

Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2

Title to Work
9.3.2, 9.3.3

Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 7.3.4

Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.4.2

Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages
14.2.4, 15.1.6

Waiver of Liens
9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, 11.3.7

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays
15.1.5.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Init.

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,
15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2

Init.

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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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

Init.

§ 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's 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 Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

Init.

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 and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and 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 through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or 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 a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect'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 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 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 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

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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

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and 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 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 or Architect. 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.

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. 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 separate contractors shall be through the Owner.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the 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 Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the 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 or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the 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 or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.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 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 Architect 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 Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

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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.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect 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 Architect, 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 Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner 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.

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .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 withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect 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, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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 Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and 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 the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased 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, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the 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 Architect's and Contractor's services and expenses required as a result of such insured loss.

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the 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 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 for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

§ 13.4.2 No action or failure to act by the Owner, 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 there under, except as may be specifically agreed in writing.

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§ 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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 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 Architect.

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

Init.

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and 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 and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

Init.

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the 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 Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The 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, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of 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.

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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SECTION 007301 - SUPPLEMENTARY CONDITIONS

1. GENERAL CONDITIONS

- 1.1. The General Conditions of the Contract for Construction as Adviser Edition, AIA Document A201 - 2007 Edition, Articles 1 through 15 inclusive, are a part of this contract and is bound herewith.
- 1.2. References to Articles herein are to Articles in: A201 General Conditions for the Contract for Construction 2007 Edition.

2. SUPPLEMENTARY CONDITIONS

- 2.1. The following provisions modify, change, delete from or add to AIA Document A201 General Conditions for the Contract for Construction 2007 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. Paragraph 1.1 - Basic Definitions

Add the following paragraph 1.1.1:

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

Add the following subparagraph:

1.1.8 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

Add the following subparagraph:

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

3.4 ARTICLE 2 – OWNER

A. To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all 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 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

3.5 ARTICLE 3 – CONTRACTOR

A. Paragraph 3.1 - Definition

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

C. Delete the third sentence in Paragraph 3.2.3.

D. 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.

E. Paragraph 3.4 - Labor and Materials:

Add the following Paragraphs:

3.4.3 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.

3.4.4 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.

3.4.5 Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.

3.4.6 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.

3.4.7 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:

- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 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 and Notices

Add the following subparagraphs:

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

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

Add the following subparagraph:

- 3.12.12 Refer to Section 01 33 00, SUBMITTALS, for detailed requirements.

I. 3.15 - Cleaning Up

Add the following subparagraph:

- 3.15.3 Refer to Section 01 11 00, SUMMARY OF WORK, for detailed requirements.

3.6 ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Paragraph 4.1 - Architect

Add the following Subparagraph:

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

Delete Paragraph 4.5 in its entirety and replace with the following:

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

3.7 ARTICLE 5 - SUBCONTRACTORS

A. Paragraph 5.2 - Awards of Subcontracts and Other Contracts for Portions of the Work.

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

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

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 00 21 13 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 01 11 00, SUMMARY OF WORK, for detailed requirements.

B. Paragraph 6.2 - Mutual Responsibility

Delete Subparagraph 6.2.5 in its entirety and substitute the following:

6.2.5 Should the Contractor, any Subcontractor, or Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, cause damage to the work of property of any separate Contractor on the project, or should such separate Contractor or interested party sustain loss or damaged due to acts or omissions on the part of the Contractor any Subcontractor or Sub-subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Contractor shall, upon due notice settle with such other Contractors by agreement or arbitration, if he will so settle. Contractor shall use all reasonable means to resolve the matter quickly. If such separate Contractor sues the Owner, General Contractor, or Architect, or initiates an arbitration proceeding on account of any damages alleged to have been so sustained, the Owner, General Contractor, or Architect shall notify the Contractor, who shall indemnify them and defend such proceedings at the Owner, General Contractor, or Architect's expense. If any judgment against the Owner, General Contractor, or Architect arises therefrom, the Contractor shall pay or satisfy it, together with all fees, costs, expenses, disbursements, or liabilities related thereto. The Contractor shall also reimburse the Owner, General Contractor, or Architect for all attorney's fees and court or arbitration costs which the Owner, General Contractor, or Architect has incurred.

3.9 ARTICLE 7 - CHANGES IN THE WORK

A. Paragraph 7.2 - Change Orders

Add the following subparagraphs:

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

7.2.4 In the event that work is performed under the provisions of paragraph 7.33, 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.

7.2.5 Contractor shall include in its periodic Requisitions for Partial Payment any and all payment due for work performed pursuant to an agreed and executed Change Order. Owner will not consider, and shall not be obligated to pay for, any change order work not requisitioned within ninety (90) days of performance of such work. Contractor shall not wait for final completion a change order Scope of Work before including requests for partial payment of such work in its periodic Requisitions; work shall be billed within ninety (90) days of its performance regardless of whether the change order Scope of Work is finally complete. Owner is relieved of any responsibility to pay for change order work not properly requisitioned within ninety (90) days of its performance.”

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 01 11 00 SUMMARY OF WORK and Section 01 32 16, SCHEDULING, for detailed requirements. Work shall commence immediately upon the Contractors receipt of a letter of intent from the General Contractor.

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 General Contractor 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 General Contractor may terminate the contract with forty-eight (48) hours notice.

- 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 01 33 00, SUBMITTALS, for submittal requirements."

Add the following subparagraphs:

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

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 Subparagraphs:

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 9.5.1:

failure to provide a current Progress Schedule;
a lien or attachment is filed;
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 Paragraphs:

10.1.2 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.

10.1.3 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

A. Paragraph 11.1.: Contractor's Liability Insurance

Subparagraph 11.1.1: Make the following change:

11.1.1 In the first line following the word "maintain" insert the words "in a company or companies 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 "ACCORD" form titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in the "ACCORD" 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 General Contractor the complete policies for such insurance coverages upon the request of the General Contractor:

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 insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured 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 General Contractor, Owner and all other parties required by the General Contractor 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. General Contractor, Owner and all other parties required by the General Contractor 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 General Contractor, 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 General Contractor, 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 General Contractor, 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 General Contractor 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 General Contractor.
- 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 General Contractor, Owner and/or 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 General Contractor and Owner the right to engage their/its own attorney(s) for the purpose of defending any legal action against the General Contractor, Owner and their agents, officers, directors and employees, and that the Contractor shall indemnify and hold harmless the General Contractor, 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 General Contractor 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 General Contractor 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 General Contractor'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 General Contractor, 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 General Contractor hereunder are in accordance and full compliance with the requirements, as reasonably determined and interpreted by the General Contractor. Contractor, to the fullest extent permitted by applicable law, shall defend, indemnify and save harmless the General Contractor, 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

12.2 Correction of Work

Add the following Subparagraph to 12.2.2:

12.2.2.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have 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

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.

3.16 ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.3.3 in its entirety and replace with the following:

14.3.3 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.

Add the following Articles and Paragraphs:

3.17 ARTICLE 15 - PREFERENCE FOR DELAWARE LABOR (NEW ARTICLE)

A. 15.1 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 16 - LICENSE AND TAX REQUIREMENTS (NEW ARTICLE)

- A. 16.1 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. Contractor's shall submit a copy of all business licenses required by local and state agencies. 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 form 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.
- B. 16.2 Taxes: The Contractor shall pay all sales, consumer, use and other taxes required by law.

3.19 ARTICLE 17 - PREVAILING DELAWARE WAGE RATES (NEW ARTICLE)

- A. 17.1 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.
- B. 17.2 This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. 17.3 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.

- D. 17.4 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 General Contractor, 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.
- E. 17.5 "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."

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

END OF SECTION

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

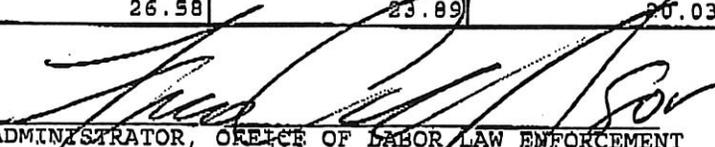
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	46.83	46.83	46.83
CARPENTERS	50.06	50.06	39.82
CEMENT FINISHERS	27.61	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	60.60	60.60	60.60
ELEVATOR CONSTRUCTORS	75.33	40.93	30.55
GLAZIERS	64.10	64.10	54.20
INSULATORS	51.48	51.48	51.48
IRON WORKERS	59.12	59.12	59.12
LABORERS	38.30	38.30	38.30
MILLWRIGHTS	62.18	62.18	48.75
PAINTERS	42.02	42.02	42.02
FILEDRIVERS	67.87	37.64	30.45
PLASTERERS	28.55	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	59.00	49.26	46.28
POWER EQUIPMENT OPERATORS	57.06	57.06	24.13
ROOFERS-COMPOSITION	21.77	17.96	19.34
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	62.74	62.74	62.74
SOFT FLOOR LAYERS	45.97	45.97	45.97
SPRINKLER FITTERS	51.75	51.75	51.75
TERRAZZO/MARBLE/TILE FNRS	51.41	51.41	45.45
TERRAZZO/MARBLE/TILE STRS	59.03	59.03	52.63
TRUCK DRIVERS	26.58	23.89	20.03

CERTIFIED: 4/10/13

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: Delaware Technical and Community College Cafeteria Quick-Fix Reno/Upgrade, New Castle County

SECTION 011100 - SUMMARY OF WORK

1. **RELATED DOCUMENTS**

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

2. **CONTRACTS**

2.1 The work will be performed under single general contract.

3. **ALTERATIONS & COORDINATION**

3.1 Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods

4. **KNOWLEDGE OF CONTRACT REQUIREMENTS**

4.1 The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.

4.2 The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.

4.3 The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.

4.4 The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.

4.5 The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

5. **CONTRACT DOCUMENTS INFORMATION**

5.1 The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Architect immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any

claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.

- 5.2 The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
 - 5.3 Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
 - 5.4 The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive”, “open generic/descriptive”, “compliance with standards”, “performance”, “proprietary”, or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
 - 5.5 Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
 - 5.6 Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
 - 5.7 In addition to the requirements of the Contract Documents, Contractor’s work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
 - 5.8 Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.
 - 5.9 Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
 - 5.10 Contractor’s bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.
6. SCOPE OF WORK/GENERAL INFORMATION
- 6.1 A Scope of Work to be awarded on the project follows in this section.
 - 6.2 Contractor is responsible for performing the work listed in the Summary of Work. No

additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.

- 6.3 Contractor is required to submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule. Contractor will cooperate with the Owner/Architect in planning and meeting the required sequences of work and Project Schedule.
- 6.4 All bids must include insurance limits in accordance with Article 11 of the Section 00 73 00 SUPPLEMENTARY CONDITIONS.
- 6.5 Hoisting, scaffolding and material handling is the responsibility of Contractor, unless otherwise noted.
- 6.6 Contractor will be responsible for layout of its own work.
- 6.7 The college and area around the defined project limits will be in session and occupied during the construction period. You are to generally contain your work to the limit of disturbance identified on the drawings. Provide necessary protection and clear paths around the construction area for public accessibility and to meet the requirements of the Delaware State Fire Marshal for emergency access to exits. Contractor will be responsible to keep all areas of the project, including, but not limited to public roadways, parking areas, interior corridors, existing rooms soiled by construction traffic on a daily basis.
- 6.8 Safety is the responsibility of Contractor. The project will be governed under the guidelines of OSHA and as defined in the documents.
- 6.9 Contractor is responsible for coordination of all sub-contractors.
- 6.10 Contractor shall submit a schedule of values prior to the submission of their first invoice for approval on AIA G702, Application for Payment and G703, Continuation Sheet.
- 6.11 Contractor is expected to review and coordinate its Work with the complete set of Contract Documents.
- 6.12 Contractor is responsible for obtaining all necessary permits required.
- 6.13 Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- 6.14 Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- 6.15 No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal

regulations.

- 6.16 Daily clean up of the work is the responsibility of Contractor which includes broom cleaning of debris as required.
- 6.17 Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- 6.18 In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, The Owner may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- 6.19 Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.
- 6.20 Smoking is prohibited anywhere on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site.
- 6.21 Fire arms, ammunition, explosives, etc. are prohibited from anywhere on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.
- 6.22 Loud radios (audible from outside the project area) are prohibited. Photography of school employees, staff, students, or guests are prohibited

END OF SECTION

**Bid Schedule for
Del Tech Wilmington Kitchen Renovation
9 April 2013**

ID	Task Name	Duration	Start	Finish	2013				
					Jun	Jul	Aug	Sep	Oct
1	Wilmington Campus Kitchen Renovation	56 days	Mon 6/17/13	Wed 9/4/13	Wilmington				
2	Construction Phase	56 days	Mon 6/17/13	Wed 9/4/13	Constructio				
3	Contractor Mobilizes for Project	0 days	Mon 6/17/13	Mon 6/17/13	Contractor Mobilizes for Project				
4	Contractor Submits on Materials and Equipment	5 days	Mon 6/17/13	Fri 6/21/13	Contractor Submits on Materials				
5	BSA+A Reviews and Approves Submittals	10 days	Mon 6/24/13	Mon 7/8/13	BSA+A Reviews and Appro				
6	Contractor Orders Equipment	0 days	Mon 7/8/13	Mon 7/8/13	Contractor Orders Equipm				
7	Fab and Deliver Equipment	25 days	Tue 7/9/13	Mon 8/12/13	Fab and Deliver Eq				
8	Fab and Deliver Refrigerator	40 days	Tue 7/9/13	Tue 9/3/13	Fab and Deli				
9	Fab and Deliver Materials	2 days	Tue 7/9/13	Wed 7/10/13	Fab and Deliver Materials				
10	Contractor Mobilizes for Construction	2 days	Mon 6/17/13	Tue 6/18/13	Contractor Mobilizes for Construc				
11	Contractor Demolishes Area to be Renovated	15 days	Wed 6/19/13	Wed 7/10/13	Contractor Demolishes Are				
12	Contractor Installs New Materials in Renovated Area	25 days	Thu 7/11/13	Wed 8/14/13	Contractor Installs				
13	Contractor Installs New/Renovated Equipment	5 days	Thu 8/15/13	Wed 8/21/13	Contractor Install				
14	Contractor Installs Refrigerator	0 days	Tue 9/3/13	Tue 9/3/13	Contractor I				
15	Contractor Has Health Department Inspect Project	1 day	Thu 8/22/13	Thu 8/22/13	Contractor Has				
16	Project is Substantially Complete	0 days	Thu 8/22/13	Thu 8/22/13	Project is Subst				
17	Punch List Work	5 days	Fri 8/23/13	Thu 8/29/13	Punch List Wo				
18	Health Department Re-inspects and Approves Project	1 day	Wed 9/4/13	Wed 9/4/13	Health Depar				
19	Project is Finally Complete	0 days	Wed 9/4/13	Wed 9/4/13	Project is Fi				



Task		Summary		Rolled Up Progress		Project Summary	
Progress		Rolled Up Task		Split		Group By Summary	
Milestone		Rolled Up Milestone		External Tasks		Deadline	

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: VCT Flooring in Cafeteria – 100.

1. Base Bid: Provide VCT Flooring & Base in Servery – 101 as detailed, specified and scheduled on contract documents. Existing flooring to remain in Cafeteria – 100; Elevator Lobby; and Vestibule – 113.
2. Alternate: New VCT Flooring & Base as detailed, specified and scheduled on contract documents in Servery – 101; and Cafeteria – 100; Elevator Lobby and Vestibule – 113.

B. Alternate No. 2: Rubber Tile in lieu of VCT.

1. Base Bid: Provide VCT Flooring in Servery – 101 only as detailed, specified and scheduled on contract documents.
2. Alternate: Provide Rubber Tile (RT-1, RT-2, RT-3 and RT-4 in lieu of VCT Flooring in Servery – 101; and Cafeteria – 100; Elevator Lobby and Vestibule – 113.

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

General: The Architect is responsible for processing all change orders. Each request will be assigned a change order request number. The change order request form will include a brief description of the change and copies of the written quotation from the trade contractor. Specific changes initiated by the Owner, Architect, or Contractor will be processed as follows:

1. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Owner “for pricing only, not authorized for construction.” The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Architect will prepare formal change orders to the contractor involved in the change and reference in all formal change orders the original change order request number.
2. Field Change: Contractor shall immediately notify the Architect of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Architect will make every effort in estimating the field change. If the Owner and Architect agree that certain field changes should be handled on a time and material basis, the Architect 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.
3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.
4. The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, and the Architect. In all cases, this cost or credit shall be based on the “DPE” wages required and the “invoice price” of the materials/equipment needed.
5. “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman’s compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 time DPE).
6. “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.
7. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 01 26 13, Contractor Compensation.

It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

END OF SECTION

SECTION 012613 - 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 Owner's expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

SECTION 012900 - 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 AIA Document A201 - 2007 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION 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 Architect 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 itemized applications typed on AIA Document G702 Application and Certificate for Payment, and Continuation Sheet G703, examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- 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 Architect.

5. **PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS**

- 5.1 Form: AIA Document G702
 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

5.2 Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 01 33 00 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at the start of the job.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.

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 Architect by the date stipulated in the Project Manual.

- 7.2 Number: Submit 3 copies of each invoice.

END OF SECTION

SECTION 013113 - 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 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 Architect and Owner.

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 Architect 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 Architect or Owner's attention.

END OF SECTION

SECTION 013119 – 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 Contractor and/or subcontractor 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
- 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 The 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**

- Site Utilities
- Underslab Utilities
- Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
- Casework
- Partition Walls
 - Metal Studs
 - Dry Wall
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
- MEP Coordination
 - Mechanical Piping Rough-in
 - Plumbing Rough-in
 - Insulation
 - Electrical Rough-in
 - Electrical – Bonding, grounding, lightning protection
- Voice/Data Low Voltage Wiring

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

E. REVIEW RELEVANT RFI'S

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 013216 - 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.

1.2 The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening 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 Owner and Architect 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 Owner and Architect'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 Owner and Architect so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.

2.3 The Contractor shall submit proposed schedule revisions and obtain the written approval of the Owner and Architect therefore before deviating from the Project Construction Schedule.

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. 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 Owner and Architect determines that the Contractor is behind schedule, the Owner and Architect 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 Owner and Architect may deem necessary. If the Contractor fails to comply with the Owner and Architect'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 provide a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.

END OF SECTION

SECTION 013219 - 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 Architect, 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 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 Architect.

2. SAMPLES

- 2.1 Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Architect.
- 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.

END OF SECTION

SECTION 013226 - CONTRACTOR DAILY REPORTS

1. **CONTRACTOR DAILY REPORTS**

1.1 The Contractor shall keep a Daily Report 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. Accidents.
4. Materials Received.
5. Major Equipment which has arrived or departed.
6. Trade labor breakdown (including identification of all workers on site and the number of hours or portions thereof) worked by each.)

1.2 The Contractor shall make the Daily Report, available to the Owner and Architect upon request.

2. **DAILY EXTRA WORK REPORT**

- 2.1 The Contractor shall submit, 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.

END OF SECTION

SECTION 013300 – 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: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.

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 Owner 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 Architect.
- 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 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.

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.

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. Show dimensions and clearances required.
 - 4. 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.

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

9. SUBMITTAL REQUIREMENTS

9.1 Make submittals promptly 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 made electronically, contractor to coordinate details of process with architect, shop drawings for temporary steel, steel and miscellaneous steel, MEP shop drawings shall also provide one (1) paper copy for approval. Any additional copies required by the Contractor shall be made by him.
2. Samples: Submit four (4) each. When approved it will be returned to the Contractor 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.

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 Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
 1. Subcontractors.
 2. Suppliers.
 3. Fabricators.
 4. Jobsite File
 5. Record Document File

12. SCHEDULE OF VALUES

- 12.1 Use AIA Document G703, Continuation Sheet to G702.

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.

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:
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 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 (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 the safety program. Unless otherwise approved by the Owner, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- 2.4 Contractor shall hold weekly safety toolbox talks with all of its employees. The Contractor shall designate a responsible, capable person to conduct these meetings.

3. SUBSTANCE ABUSE POLICY STATEMENT

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

- 3.1 It is a violation 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 Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- 3.3. It is a violation for 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 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 Contractors' employees are observed or suspected of being influenced by or in possession of illegal drugs or alcohol, they will be instructed to stop work and will be required to leave the work site. Law enforcement officials may be notified

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 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, Owner may immediately take whatever action is deemed necessary by Owner and/or Architect to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Architect 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 Architect 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 Architect 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 Owner/ Architect 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 Owner and Architect any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.

- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Owner and Architect 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 Owner and Architect 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 forty-eight hours of such occurrence, Contractor shall furnish to Owner and Architect 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. Holding weekly "tool box" safety meetings with his men to:
 - a. Discuss observed unsafe work practices or conditions including a review of current safety report.
 - b. Review the accident experience of his crew and discuss correction of accident causes.
 - c. Encourage safety suggestions from his men.
 8. Seeing that prompt medical treatment is administered to an injured employee.
 9. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
 10. Making all reports required by these Contract Documents 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.

8. FALL PROTECTION PROCEDURES

8.1 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.

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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

1.1 DESCRIPTION

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

2. FACILITIES

2.1 TEMPORARY SANITATION FACILITIES

1. The Contractor will have access and exclusive use of the single toilet in the project area. During the construction, this toilet is to be kept clean and sanitary. It is the contractor's responsibility to keep the room stocked with paper towels, toilet paper and trash containers. The room is to be returned to the owner at the conclusion of the project in the identical condition as when the project was started. Damage to the room fixtures, finishes, etc are to be repaired at the contractor's expense
2. Contractor 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.

2.3 TEMPORARY TELEPHONES

1. Contractor is responsible for its own phones and fax machines.

2.4 FIRE PROTECTION

1. Contractor shall provide fire extinguishers as required by OSHA regulations for its work.
2. Fire extinguishers shall be Multi-Purpose (ABC) dry chemical, UL labeled.

2.5 ACCESS ROADS AND PARKING AREAS

1. Access to site is via Owner's existing roads and parking lots. Contractor must keep all roads and parking areas clean and free of debris.
2. The Owner will determine, with the Contractor, where contractor's parking will occur on site. The owner will determine the required access to the project area. Once identified, all access to the project area for the contractor and all subcontractors is to be through this assigned entrance(s)
3. Access to project area may at times require access through owner public and occupied corridors. The contractor is responsible for proper clean up and maintenance of these area from dmage, or debris from the construction area

2.6 STORAGE AREAS

1. The Owner 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 combustibile 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, whichsoever is the most stringent.

2.7 FIRST AID STATION

1. Contractor is responsible to provide and maintain first aid station for all personnel.

2.8 SECURITY

1. No security will be provided.
2. All safety and security measures shall be the responsibility of the 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.

2.9 FIELD OFFICE AND STORAGE TRAILERS

1. The contractor will have use of area within the project site for a field office. Contractor is to provide tables, chairs, reference tables and all equipment (phone, fax, etc) necessary to meetings and review sessions

2.10 TRASH DISPOSAL

1. Contractor shall be responsible for clean up.
2. Contractor is responsible for arrangement of trash removal.

2.14 TEMPORARY POWER AND LIGHTING

1. The contractor will have permission to use outlets and other power sources in the project area. Contractor is responsible to monitoring the power usage and use care to not overload existing circuits and will be responsible for resetting breakers as necessary. Contractor will be responsible for damage causes by overloading or improper use of the poser

2.15 TEMPORARY HEAT

1. The project area is in a conditioned space and temporary heat will not be required.

2.16 PROTECTION OF ADJACENT MATERIALS

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

2.17 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. If, after notification in writing from the Owner/Architect, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Ownerr reserves the right to undertake the Work and to backcharge the Contractor.
3. Final clean up prior to Owner occupancy shall be arranged for by the Contractor.

2.18 OTHER

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

3. PERMITS

1. The Contractor will obtain the Building Permit and all other permits required by authorities having jurisdiction.

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 Owner 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 016200 - 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.

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 Architect.

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 Architect 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.
- 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 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.

6.2 Substitutions.

1. Until a date no later than ten (10) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. 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.
- 6.3 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, 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 017419 – CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this section includes the following requirements:
 - 1. Waste management requirements.

1.3 WASTE MANAGEMENT REQUIREMENTS

- A. The contractor is responsible for daily job cleaning of the project area and interior and exterior areas immediately adjacent to the project area
- B. All items (construction products, equipment, etc.) identified for demolition to be removed from the job site and properly disposed of offsite. Items identified as salvage or reuse are to be carefully removed and stored.
- C. The contractor is responsible for supplying a dumpster and payment of dump fees. Contractor is responsible for the security of dumpster. Items placed in the dumpster by others will become the responsibility of the contractor for proper disposal
- D. The dumpster is not to be used for the disposal of hazardous waste. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction. Comply with all applicable local ordinances and regulations.

1.5 SPECIAL PROGRAMS

- A. The Contractor shall be responsible for compliance with any Owner's programs involving rebates or similar incentives related to recycling, if applicable to the Project. Revenues or other savings obtained for recycling or returns shall accrue to the Contractor.

END OF SECTION

SECTION 0177 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.

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 Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Contractor 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 Architect, Owner 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 Re-inspection 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 re-inspection, 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 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.

END OF SECTION

SECTION 024500 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 - 4. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-protection systems.
4. Control systems.
5. Communication and data systems.
6. Electrical wiring systems.
7. Operating systems of fire alarm and building automation systems.

D. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Equipment supports.
3. Piping, ductwork, vessels, and equipment.
4. Noise- and vibration-control elements and systems.

E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - 2. Do not cut structural or load bearing elements unless specifically noted on structural or demolition drawings. Structural elements include: steel columns, beams, bar joists, concrete beams, columns; floor slabs, footings.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

END OF SECTION 024500

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Plastic-laminate cabinets.
 - 2. Plastic-laminate countertops.
 - 3. Shelving.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated, including cabinet hardware and accessories and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 2. items installed in architectural woodwork.
- C. Samples for Initial Selection:
 - 1. Plastic laminates.
 - 2. PVC edge material.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a licensee of WI's Certified Compliance Program.
- B. Quality Standard: Unless otherwise indicated, comply with WI's "Manual of Millwork" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
 - 2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.7 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that comply with requirements of WI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Products: Comply with the following:
 - 1. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
- C. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following:
 - a. Refer to Finish Legend.

2.2 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items specified in Division 08 Section "Door Hardware (Scheduled by Describing Products)."
- B. Shelf Rests: Flat top shelf support pin: Pin diameter 7/32" Pin Length 1/2" Shelf rest 9/16"x7/16"

2.3 MISCELLANEOUS MATERIALS

- A. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- B. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Wood Glues: 30 g/L.
 2. Contact Adhesive: 250 g/L.
- C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.4 FABRICATION, GENERAL

- A. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4 Inch (19 mm) Thick or Less: 1/16 inch (1.5 mm).
 2. Edges of Rails and Similar Members More Than 3/4 Inch (19 mm) Thick: 1/8 inch (3 mm).
 3. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16 inch (1.5 mm).
- B. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 1. Seal edges of openings in countertops with a coat of varnish.

2.5 PLASTIC-LAMINATE CABINETS

- A. Grade: Premium.
- B. WI Construction Style: Style A, Frameless.
- C. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
 - 1. Horizontal Surfaces Other Than Tops: Grade HGS.
 - 2. Vertical Surfaces: Grade HGS.
 - 3. Edges: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern, and finish.
- D. Concealed Backs of Panels with Exposed Plastic Laminate Surfaces: High-pressure decorative laminate, Grade BKL.
- E. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated by laminate manufacturer's designations.

2.6 PLASTIC-LAMINATE COUNTERTOPS

- A. Grade: Premium.
- B. High-Pressure Decorative Laminate Grade: HGS.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated by manufacturer's designations.
- D. Edge Treatment: 3mm PVC edge banding, U.N.O.
- E. Backer Sheet: Provide plastic-laminate backer sheet, Grade BKL, on underside of countertop substrate.
- F. Paper Backing: Provide paper backing on underside of countertop substrate.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

A. Cabinets:

- 1. Install cabinets with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
- 2. Fasten cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.

B. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

- 1. Install countertops with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
- 2. Secure backsplashes to tops with concealed metal brackets at 16 inches (400 mm) o.c. and to walls with adhesive.
- 3. Calk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

SECTION 092900 - GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum wallboard.
 - 2. Non-load-bearing steel framing.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility: Obtain each of the following from a single manufacturer, unless otherwise indicated:
 - 1. Steel framing members for gypsum board assemblies.
 - 2. Gypsum board and other panel products.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.
- C. Steel framing and related accessories shall be stored and handled in accordance with the A.I.S.I. "Code of Standard Practice."

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F. For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F for 48 hours before application and continuously after until dry. Do not exceed 95 deg F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Steel Framing and Furring:
MarinoWare; Division of Ware Ind.
 - 2. Gypsum Board and Related Products:
 - a. Georgia Pacific Gypsum Corp.
 - b. Lafarge Gypsum
 - c. National Gypsum Company.
 - d. United States Gypsum Co.

2.2 STEEL FRAMING FOR WALLS AND PARTITIONS

- A. General: Provide steel framing members complying with the following requirements:
- B. Protective Coating: Meeting requirements of ASTM C645-08; roll-formed from hot-dipped galvanized steel; complying with ASTM A1003 and ASTM A653 G40 or equivalent corrosion resistant coating.
- C. Steel Studs and Runners: ASTM C 645-08, with flange edges of studs bent back 90 degrees and doubled over to form 3/16-inch- wide minimum lip (return), and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:
 - 1. Thickness: 0.0179 inch (25 gage) or members that can show certified third party testing in accordance with ICC – ES – AC86 that meets ASTM C645-08 Section 9.2. unless otherwise indicated.

2.3 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application. Provide gypsum board in widths of 48 inches.
 - 1. Provide tapered edges, **5/8 inch** thickness, unless otherwise indicated.
 - 2. At curved surfaces, Installer may provide multiple layers of equivalent thickness.
 - 1.

2.4 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
 - 1. Material: Formed metal or plastic, with metal complying with the following requirement:
 - 2. Steel sheet zinc coated by hot-dip process or rolled zinc.
 - 3. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047.
 - 4. Cornerbead on outside corners, unless otherwise indicated.
- B. Edge bead metal trim (LC-bead or L-bead with face flange formed to receive joint compound.) where edge of gypsum board would otherwise be exposed or semi-exposed; L-type for tight abutment at edges, otherwise LC-type, similar to USG 200A/Dietrich M20A. (U-bead, USG 400 Series trim or similar is not acceptable.)
- C. One-piece control joint formed with V-shaped slot and removable strip covering slot opening.
- D. Cornerbead on outside corners, unless otherwise indicated.
- E. Edge trim complying with shape LC-bead per Fig. 1, unless otherwise indicated.
- F. One-piece control joint formed from rolled zinc with V-shaped slot and removable strip covering slot opening.

2.5 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
- C. Use pressure-sensitive or staple-attached, open-weave, glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
- E. Joint Tape for Cementitious Backer Units: As recommended by cementitious backer unit manufacturer.

- F. Drying-Type Joint Compounds for Gypsum Board: Factory-mixed vinyl-based all-purpose compound formulated for both taping and topping compounds.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

3.3 INSTALLING STEEL FRAMING, GENERAL

- A. Installation Standards: ASTM C 754, and ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with gypsum board manufacturer's written recommendations or, if none available, with United States Gypsum's "Gypsum Construction Handbook."
- C. Do not bridge building control and expansion joints with steel framing or furring members. Frame both sides of joints independently.

3.4 INSTALLING STEEL PARTITION AND SOFFIT FRAMING

- B. Installation Tolerance: Install each steel framing and furring member **so fastening** surfaces vary not more than 1/8 inch from the plane formed by the faces of adjacent framing.
- D. Install steel studs and furring at the following spacings:
 - 1. Single-Layer Construction: 16 inches o.c., unless otherwise indicated.
- E. Install steel studs so flanges point in the same direction and leading edge or end of each panel can be attached to open (unsupported) edges of stud flanges first.

3.5 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- E. Attach gypsum panels to framing provided at openings and cutouts.
- F. Form control and expansion joints with space between edges of adjoining gypsum panels.
- G. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.
 - 1. Space screws a maximum of 12 inches o.c. along stud.

3.6 PANEL APPLICATION METHODS

- A. Single-Layer Application:
 - 1. Locate edge joints over framing member
 - 2. Stagger abutting end joints not less than one framing member in alternate courses of board.
- B. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.7 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions. Install cornerbead at external corners.
- B. Install edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.
- C. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
- D. Install control joints at required locations, and where indicated. Provide in gypsum board partitions greater than 30 ft in length without change in plan or direction. ASTM C 840, manufacturer's recommendations, and in specific locations approved by Architect for visual effect

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 - 1. Level 1: Embed tape at joints **in ceiling plenum areas, fully concealed areas, and where indicated.**
 - 2. Level 4: Typical unless noted otherwise: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at **all panel surfaces that will be exposed to view, unless otherwise indicated.** Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration. Use ready-mixed, drying-type, all-purpose or topping compound as applicable to the finish levels specified for the following:
 - a. Embedding and First Coat
 - b. Fill (Second) Coat
 - c. Finish (Third) Coat

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- E. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- F. Prefill open joints and damaged surface areas.
- G. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

END OF SECTION

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Related Sections include the following:

1.3 DEFINITIONS

- A. AC: Articulation Class.
- B. CAC: Ceiling Attenuation Class.
- C. LR: Light Reflectance coefficient.
- D. NRC: Noise Reduction Coefficient.

1.4 SUBMITTALS

- A. Product Data: For product indicated.
- B. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Ceiling suspension system members.
 - 2. Method of attaching hangers to building structure.
 - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.
 - 3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
 - 4. Minimum Drawing Scale: **1/8 inch = 1 foot (1:96)**.
- C. Samples for Initial Selection: For components with factory-applied color finishes.

- D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
 - 1. Acoustical Panel: Set of **6-inch- (150-mm-)** square Samples of each type, color, pattern, and texture.
 - 2. Exposed Suspension System Members, Moldings, and Trim: Set of **12-inch- (300-mm-)** long Samples of each type, finish, and color.
- E. Qualification Data: For testing agency.
- F. Field quality-control test reports.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each acoustical panel ceiling.
- H. Research/Evaluation Reports: For each acoustical panel ceiling and components and anchor and fastener type.
- I. Maintenance Data: For finishes to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Source Limitations:
 - 1. Acoustical Ceiling Panel: Obtain each type through one source from a single manufacturer.
 - 2. Suspension System: Obtain each type through one source from a single manufacturer.
- B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system through one source from a single manufacturer.
- C. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
 - 1. Fire-Resistance Characteristics: Where indicated, provide acoustical panel ceilings identical to those of assemblies tested for fire resistance per ASTM E 119 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another testing and inspecting agency.
 - b. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 2. Surface-Burning Characteristics: Provide acoustical panels with the following surface-burning characteristics complying with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84:
 - a. Smoke-Developed Index: 450 or less.

- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

1.8 COORDINATION

- A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 2.0 percent of quantity installed.
 - 2. Suspension System Components: Quantity of each exposed component equal to 1.0 percent of quantity installed.
 - 3. Hold-Down Clips: Equal to 2.0 percent of quantity installed.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING – ACP. 1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide USG Interiors – Sheetrock Lay-In Ceiling Panel Climaplus #3260 or a comparable product by one of the following:
 - 1. BPB USA.
 - 2. Chicago Metallic Corporation.
 - 3. Ecophon CertainTeed, Inc.
 - 4. Tectum Inc.
 - 5. Armstrong World Industries.
- B. Classification: Provide fire-resistance-rated panels complying with ASTM E 1264 for type, form, and pattern as follows:
 - 1. Type and Form: Type XX, other types; described as high-density, ceramic- and mineral-base panels with scrubbable finish, resistant to heat, moisture, and corrosive fumes.
 - 2. Pattern: G (smooth).
- C. Color: White.
- D. LR: Not less than 0.77.
- E. CAC: Not less than 40.
- F. Edge/Joint Detail: Square.
- G. Thickness: 1/2 inch.
- H. Modular Size: 24 by 24 inches (610 by 610 mm).
- I. Antimicrobial Treatment: Broad spectrum fungicide and bactericide based.

2.2 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Delete subparagraph below if not required. Finish is generally applicable to hot-dip galvanized steel with G60 (Z180) or greater coating and aluminum systems with anodized finish. ASTM C 635 requires salt-spray testing and high-humidity testing. On Drawings, show

where high-humidity finishes are required.

- D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- E. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
 - 3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.
 - 4. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than **0.135-inch- (3.5-mm-)** diameter wire.
- F. Hanger Rods: steel, zinc coated or protected with rust-inhibitive paint.
- G. Angle Hangers: Angles with legs not less than **7/8 inch (22 mm)** wide; formed with **0.04-inch- (1-mm-)** thick, galvanized steel sheet complying with ASTM A 653/A 653M, **G90 (Z275)** coating designation; with bolted connections and **5/16-inch- (8-mm-)** diameter bolts.

2.3 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide USG Interiors – Donn DX 15/16 “Exposed” Tee System or a comparable product by one of the following:
 - 1. BPB USA.
 - 2. Chicago Metallic Corporation.
 - 3. Ecophon CertainTeed, Inc.
 - 4. Armstrong World Industries.
- B. Wide-Face, Capped, Double-Web, Fire-Rated Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation, with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.
 - 1. Structural Classification: Intermediate-duty system.
 - 2. End Condition of Cross Runners: Override (stepped) or Butt-edge type.
 - 3. Face Design: Flat, flush.
 - 4. Cap Material: Steel cold-rolled sheet.
 - 5. Cap Finish: Painted white.

2.4 METAL EDGE MOLDINGS AND TRIM

- A. Products: Subject to compliance with requirements, provide one of the following:

1. Armstrong World Industries, Inc.;
 2. BPB USA; <
 3. Chicago Metallic Corporation;
 4. Fry Reglet Corporation;
 5. USG Interiors, Inc.;
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.
1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners, unless otherwise indicated.
 2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
 3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 3. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 4. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 6. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 7. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 8. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 9. Do not attach hangers to steel deck tabs.
 10. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 11. Space hangers not more than **48 inches (1200 mm)** o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than **8 inches (200 mm)** from ends of each member.
 12. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Screw attach moldings to substrate at intervals not more than **16 inches (400 mm)** o.c. and not more than **3 inches (75 mm)** from ends, leveling with ceiling suspension system to a tolerance of **1/8 inch in 12 feet (3.2 mm in 3.6 m)**. Miter corners accurately and connect securely.
 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

- F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
 - 3. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions, unless otherwise indicated.
 - 4. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096513 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wall base.
 - 2. Molding accessories.
- B. Related Sections include the following:
 - 1. Division 9 Section 096519 – “Resilient Floor Tile ”

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches (300 mm) long, of each resilient product color, texture, and pattern required.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide resilient stair accessories with a critical radiant flux classification of Class I, not less than 0.45 W/sq. cm, as determined by testing identical products per ASTM E 648 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile 48 hours, before, during and after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 2 - PRODUCTS

2.1 RESILIENT WALL BASE - COVE 6" (B-1)

- A. Resilient Base: Basis-of-Design: Products: Subject to compliance with requirements, provide Johnsonite; Pinnacle or a comparable product by one of the following:
 - a. Roppe.
 - b. Approved equal.
 - 1. Wall Base: ASTM F 1861.
 - 2. Type (Material Requirement): TP (Rubber, Thermoplastic)
 - 3. Group (Manufacturing Method): I (solid, homogeneous).
 - 4. Style: Cove
 - 5. Minimum thickness: 1/4 inch
 - 6. Height: 4 inches unless noted otherwise.
 - 7. Lengths: Coils in manufacturer's standard length
 - 8. Outside Corners: Job formed
 - 9. Inside Corners: Job formed
 - 10. Surface: Smooth.
 - 11. Color: #80 Fawn

2.2 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
 - 1. Manufacturer: Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite or a comparable product.

- B. Description: Transition and joiner strips as described herein and as indicated on drawings, including but not limited to:
 - 1. Reducer strip for resilient floor covering.
 - 2. Transition strips.
- C. Material: Rubber.
- D. Profile and Dimensions: As required. Verify width to suit conditions.
- E. Colors: #80 Fawn

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturers for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Cove Base Adhesives: 50 g/L.
 - b. Rubber Floor Adhesives: 60 g/L.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width show, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.
- D. Floor Movement Joint: Schluter Model DILEX-KS, low profile stainless steel, Model EKSB. Size for depth of flooring material, Locate and as indicated and where resilient flooring is installed across floor construction joints subject to movement.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Concrete Substrates for Products: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
 - 3. Moisture Testing: Perform tests recommended by manufacturer and as follows: Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level measurement.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- E. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
 - 1. Do not install resilient products until they are the same temperature as the space where they are to be installed.
- F. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 RESILIENT WALL BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch wall base during installation.

- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
 - a. Do not wash surfaces until after time period recommended by manufacturer.
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
 - 1. Apply protective floor polish to surfaces that are free from soil, visible adhesive and surface blemishes as recommended in writing by manufacturer.
 - a. Coordinate selection of floor polish with Owner's maintenance service.
 - b. Apply a minimum of three coats.
 - 2. Cover products with un-dyed, untreated building paper until Substantial Completion.
 - 3. Do not move heavy and sharp objects directly over surfaces. Place plywood or hardboard panels over surfaces and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION 096513

SECTION 096516 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Vinyl sheet floor covering and integral base.

B. Related Sections:

- 1. Division 09 Section "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings: For each type of floor covering. Include floor covering layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.

- 1. Show details of special patterns.

- C. Samples for Initial Selection: For each type of floor covering indicated.

- D. Samples for Verification: In manufacturer's standard size, but not less than 6-by-9-inch (150-by-230-mm) sections of each different color and pattern of floor covering required.

- 1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches (230 mm) long, of each color required.

- E. Seam Samples: For seamless-installation technique indicated and for each floor covering product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch (150-by-230-mm) Sample applied to a rigid backing and prepared by Installer for this Project.

- F. Product Schedule: For floor coverings. Use same designations indicated on Drawings.

- G. Qualification Data: For qualified Installer.

- H. Maintenance Data: For each type of floor covering to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor covering installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor covering manufacturer for installation techniques required.
- B. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups for floor coverings including resilient base and accessories.
 - a. Size: Minimum 100 sq. ft. (9.3 sq. m) for each type, color and pattern in locations directed by Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store floor coverings and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store rolls upright.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 85 deg F (29 deg C), in spaces to receive floor coverings during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.
- E. Install floor coverings after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Covering: Furnish quantity not less than **10 linear feet (3 linear m)** for every [**500 linear feet (150 linear m)** or fraction thereof, in roll form and in full roll width for each color, pattern, and type of floor covering installed.

PART 2 - PRODUCTS

2.1 VINYL SHEET FLOOR COVERING – SV -1 and B-2.

- 1. Products: Subject to compliance with requirements, provide Armstrong World Industries, Inc., Medintone or a comparable product by one of the following:
 - 2. Altro Group.
 - 3. Gerflor, Architectural Floor Systems, Inc.
 - 4. Forbo Flooring, Inc.
 - 5. Mannington Mills, Inc.
 - 6. Tarkett, Inc.
 - 7. TOLI International.
- B. Vinyl Sheet Floor Covering: ASTM F 1913.
 - 1. Wear-Layer Thickness: .080 in.
 - 2. Overall Thickness: .080 in.
 - 3. Interlayer Material: non-backed, non layered, polyurethane coated, homogeneous vinyl composition.
 - 4. Backing Class: Class C (foamed plastic).].
- C. Sheet Width: 6'-0"
- D. Seaming Method: Heat welded with color matching welding rod.
- E. Colors and Patterns: SV-1: H8311 Natural White
B-2: H8311 Natural White (6" High Integral Base)

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor covering and substrate conditions indicated.
 - 1. Use adhesives that have a VOC content of not more than 50 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

- C. Seamless-Installation Accessories:
 - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
 - a. Color: Match floor covering # WM311.
 - 2. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.
 - a. VOC Content: Not more than 510 g/L. when calculated according to 40 CFR 59, Subpart D (EPA method 24).
- D. Integral-Flash-Cove-Base Accessories:
 - 1. Cove Strip: 1-inch (25-mm) radius provided or approved by manufacturer.
 - 2. Cap Strip: Tapered vinyl cap provided or approved by manufacturer.
 - 3. Corners: Metal inside and outside corners and end stops provided or approved by manufacturer.
- E. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor coverings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of floor coverings.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.

- a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of **3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m)** in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor coverings until they are same temperature as space where they are to be installed.
1. Move floor coverings and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by floor coverings immediately before installation.

3.3 FLOOR COVERING INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor coverings.
- B. Unroll floor coverings and allow them to stabilize before cutting and fitting.
- C. Lay out floor coverings as follows:
1. Maintain uniformity of floor covering direction.
 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least **6 inches (152 mm)** away from parallel joints in floor covering substrates.
 3. Match edges of floor coverings for color shading at seams.
 4. Avoid cross seams.
- D. Scribe and cut floor coverings to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, and door frames.
- E. Extend floor coverings into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, or openings that are in place or marked for future cutting by repeating on floor coverings as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor coverings on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of floor coverings installed on covers and adjoining floor covering. Tightly adhere floor covering edges to substrates that abut covers and to cover perimeters.

- H. Adhere floor coverings to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Seamless Installation:
 - 1. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and use welding bead to permanently fuse sections into a seamless floor covering. Prepare, weld, and finish seams to produce surfaces flush with adjoining floor covering surfaces.
 - 2. Chemically-Bonded Seams: Bond seams with chemical-bonding compound to permanently fuse sections into a seamless floor covering. Prepare seams and apply compound to produce tightly-fitted seams without gaps, overlays, or excess bonding compound on floor covering surfaces.
- J. Integral-Flash-Cove Base: Cove floor coverings **6 inches (152 mm)** up vertical surfaces. Support floor coverings at horizontal and vertical junction by cove strip. Butt at top against cap strip.
 - 1. Install metal corners at inside and outside corners.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor coverings.
- B. Perform the following operations immediately after completing floor covering installation:
 - 1. Remove adhesive and other blemishes from floor covering surfaces.
 - 2. Sweep and vacuum floor coverings thoroughly.
 - 3. Damp-mop floor coverings to remove marks and soil.
- C. Protect floor coverings from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor covering before applying liquid floor polish.
 - 1. Apply three coat(s).
- E. Cover floor coverings until Substantial Completion.

END OF SECTION 096516

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Rubber Floor.
- B. Related Sections include the following:
 - 1. Division 9 Section 096513 - "Resilient Wall Base and Accessories" for resilient wall base, reducer strips, and other accessories installed with resilient floor tile.

1.3 ALTERNATE

- A. Refer to Division 1 Section "Alternates" for listing of Bid Alternates that may affect the work described herein.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units of each color and pattern of resilient floor tile required.
- C. Layout Drawings: Submit dimensioned layout plan for all locations with flooring pattern, Indicate the following:
 - 1. Type of installation.
 - 2. Indicate starting point(s).
 - 3. Confirm location of columns, doorways, stairs, enclosing walls and/or partitions, built-in cabinets, and other elements which could affect pattern layout; pattern of installation, including field verified dimensions.
 - 4. Type, color, and location of insets and borders, edges, transitions to other flooring materials, divider strips and other accessories.
 - 5. Transition details.
- D. Maintenance Data: For each type of floor due to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by manufacturer for installation techniques required.
- B. Fire-Test-Response Characteristics: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups for floor tile including resilient base and accessories.
 - a. Size: Minimum **100 sq. ft. (9.3 sq. m)** for each type, color, and pattern in locations directed by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store tiles on flat surfaces.

1.7 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 60 deg F or more than 85 deg F, in spaces to receive floor tile 48 hours before, during and after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than **55 deg F (13 deg C)** or more than **95 deg F (35 deg C)**.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.
- E. Install resilient products after other finishing operations, including painting, have been completed.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

PART 2 - PRODUCTS

2.1 VINYL COMPOSITION FLOOR TILE - VCT-1; VCT-2; VCT-3; & VCT-4

- A. Product: Subject to compliance with requirements, provide Mannington Commercial – Essentials and Designer Essentials; or a comparable product by one of the following:
 - 1. Azrock.
 - 2. Armstrong World Industries.
 - 3. Tarkett, Inc.
- B. Tile Standard: ASTM F 1066, Class 2, through-pattern tile.
- C. Wearing Surface: Smooth.
- D. Thickness: **0.125 inch (3.2 mm) >**.
- E. Size: **12 by 12 inches (305 by 305 mm)**.
- F. Colors and Patterns: As follows:
 - 1. VCT-1: 141 Cool White (Essentials)
 - 2. VCT-2: 200 Navy (Designer Essentials)
 - 3. VCT-3: 205 Forest (Designer Essentials)
 - 4. VCT-4: 129 Putty (Essentials)

2.2 RESILIENT TILE: RT-1, RT-2, RT-3 & RT-4 (Alternate #2)

- A. Products: Basis-of-Design Product: Subject to compliance, provide Nora Systems, Inc., Noraplan Environcare or a comparable product by one of the following:
 - 1. Roppe
 - 2. Johnsonite
 - 3. Estrie
 - 4. Mannington
 - 5. Endura
- B. Hardness: ASTM D2240, Shore type A
- C. Static Load: Per ASTM F970 Standard Test method for static load limit, residual compression when tested with 800 lbs +/- 0.005”.
- D. Quality of cut: ASTM F511 +/- 0.005”.
- E. Squareness: ASTM F2055 +/- 0.010”.
- F. Flammability ASTM E 648; NFPA 253: NBSIR 75 950, +/- 0.45 watts per square centimeter, class 1.
- G. Smoke Density: ASTM E662, NFPA 258, NBS smoke density +450.

- H. Class: I, Homogeneous Vinyl Tile
- I. Type: A, Smooth Surface
- J. Thickness: 0.080 inch (2.0 mm)
- K. Size: 24 by 24 inches.
- L. Colors: RT-1: 2780 Phantom Mist
RT-2: 2942 Evening Bloom
RT-3: 2947 Haden Hosta
RT-4: 2784 Silver Crown

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Tile Adhesives: Not more than 50 g/L.
 - b. Rubber Floor Adhesives: Not more than 60 g/L.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
3. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Access Flooring Panels: Remove protective film of oil or other coating using method recommended by access flooring manufacturer.
- E. Fill cracks, holes and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- F. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
 1. Do not install resilient products until they are same temperature as space where they are to be installed.
- G. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 TILE INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 1. Lay tiles square with room axis and in pattern indicated.
- B. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 1. Lay tiles with grain running in one direction.
- C. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.

1. Install tiles prior to installation of modular base cabinets and similar built in items and extend complete beneath units.
- D. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- F. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing resilient product installation:
 1. Remove adhesive and other blemishes from exposed surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.
 - a. Do not wash surfaces until after time period recommended by manufacturer.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
- D. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive and surface blemishes if recommended in writing by manufacturer.
 - a. Use commercially available product acceptable to manufacturer.
 - b. Coordinate selection of floor polish with Owner's maintenance service.
 - c. Apply a minimum of three coats.
- E. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.
- F. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION 096519

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Concrete.
2. Concrete masonry units (CMU).
3. Steel.
4. Galvanized metal.
5. Aluminum (not anodized or otherwise coated).
6. Wood.
7. Mechanical and electrical work (MEP)

- B. Related Sections include the following:

1. Division 5 Sections for shop priming of metal substrates with primers specified in this Section.
2. Division 6 Sections for shop priming carpentry with primers specified in this Section.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: Upon request, for each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.
5. Label each sample as to date painted.

- D. Product List: For each product indicated, include the following:

- 1 Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
- 2 Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

- ##### B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1.5 DELIVERY, STORAGE, AND HANDLING

- ##### A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- ##### A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

- ##### B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- ##### A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents. Furnish an additional 2 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co.
 - 2. Duron, Inc.
 - 3. Finnaren & Haley Inc (F&H)
 - 4. M.A.B. Paints.
 - 5. Porter Paints.
 - 6. PPG Architectural Finishes, Inc.
 - 7. Sherwin-Williams Company
 - 8. Thoro Systems waterproofing Inc

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
 - 1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
 - 2. Non-flat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
 - 3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 - 4. Floor Coatings: VOC not more than 100 g/L.
 - 5. Shellacs, Clear: VOC not more than 730 g/L.
 - 6. Shellacs, Pigmented: VOC not more than 550 g/L.
- C. Colors: Match Architect's samples or as indicated in a color schedule.
 - P-1: Sherwin Williams #SW 7043 Wordly Gray
 - P-2: Sherwin Williams #SW 7046 Anonymous
 - P-3: Sherwin Williams #SW 7064 Smoky Blue

P-4: Not Used

P-5: Sherwin Williams #SW 7045 Intellectual Gray

P-6: Sherwin Williams #SW 7044 Amazing Gray

2.3 BLOCK FILLERS

A. Interior/Exterior Latex Block Filler: MPI #4.

1. VOC Content: E Range of E2.

B. Epoxy Block Filler: MPI #116.

1. VOC Content: E Range of E2.

2.4 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

1. VOC Content: E Range of E2.

2. Environmental Performance Rating: EPR 2.

B. Interior Alkyd Primer/Sealer: MPI #45.

1. VOC Content: E Range of E2.

2.5 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

1. VOC Content: E Range of E2.

B. Waterborne Galvanized-Metal Primer: MPI #134.

1. VOC Content: E Range of E2.

C. Quick-Drying Primer for Aluminum: MPI #95.

1. VOC Content: E Range of E2.

D. Rust-Inhibitive Primer (Water Based): MPI #107.

1. VOC Content: E Range of E2.

2. Environmental Performance Rating: EPR 2.

E. Vinyl Wash Primer: MPI #80.

2.6 EPOXY PAINT

- A. Water-Based Epoxy (Interior and Exterior): MPI #215. A water based, two component epoxy type, semi-gloss finish coating. Subject to compliance with requirements, provide one of the following:
 - 1. Benjamin Moore; M43/M44- 84 Acrylic Epoxy Semi-Gloss.
 - 2. M. A. B. Paint; Ply-Tile 530 Water-Reducible Acrylic Epoxy Semi-Gloss.

- B. Water-Based Epoxy (Interior and Exterior): MPI #115. A water based, two component epoxy type, Gloss finish coating. Subject to compliance with requirements, provide one of the following:
 - 1. Benjamin Moore & Co.; Acrylic Epoxy Gloss "A", Hardener "B", M43/M44.
 - 2. ICI Paints; Devoe Coatings, Tru Glaze WB Epoxy Gloss Coating, 4408/4418
 - 3. Porter Paints; Dura-Glaze WB, Gloss Epoxy, 9371.
 - 4. PPG Architectural Finishes, Inc.; Aquapon, Waterborne Epoxy, 98-1/98-98.
 - 5. Sherwin-Williams Company (The); Industrial & Marine, Water Based Catalyzed Epoxy, B70W Series.

2.7 ALKYD PAINTS

- A. Interior Alkyd (Flat): MPI #49 (Gloss Level 1).
 - 1. VOC Content: E Range of E1.

- B. Interior Alkyd (Eggshell): MPI #51 (Gloss Level 3).
 - 1. VOC Content: E Range of E1.

- C. Interior Alkyd (Semi-gloss): MPI #47 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.

- D. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).
 - 1. VOC Content: E Range of E1.

2.8 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 1.5.

- B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 2.

- C. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 2.
- D. Interior Latex (Satin): MPI #43 (Gloss Level 4).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 2.
- E. Interior Latex (Semi-gloss): MPI #54 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 2.
- F. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
 - 1. VOC Content: E Range of E1.
 - 2. Environmental Performance Rating: EPR 2.

2.9 DRY FOG/FALL COATINGS

- A. Flat, Latex Dry Fog/Fall (MPI #118): Provide a water-based, emulsion-type, fast-drying coating used on overhead metal and other surfaces for application methods by airless and/or conventional spray equipment. Overspray will dry to a sweepable powder over a short distance for easier clean up.
 - 1. VOC Content: E Range of E1.
- B. Flat Dry-Fall for Galvanized Steel (water based) MPI # 133: Provide a waterborne coating, designed for direct application to cleaned, interior overhead galvanized metal surfaces, for application methods by airless and/or conventional spray equipment. Overspray will dry to a sweepable powder over a short distance for easier clean up.
 - 1. VOC Content: E Range of E1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.

3. Wood: 15 percent.
 4. Plaster: 12 percent.
 5. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
 2. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 3. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
 4. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting
- D. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

- F. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - 1. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
 - 2. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - 3. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 - 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.

2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- F. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- G. Overhead Structure and Exposed Ceiling Steel and Galvanized-Metal Substrates:
1. Prep substrate as required minimum. Repair existing primed surfaces.
 2. Galvanized surface shall be prepared by either solvent cleaning and test for chromate passivation, with an SSPC SP 7 Brush-off blast cleaning if required or chemical-etching cleaners may be substituted for solvent washing and SSPC-SP 7 cleaning.
 3. Apply primer coat to unprimed surfaces.
 4. Paint exposed metal deck, structural steel, conduit, un-insulated ductwork and piping, and other mechanical and electrical work in finish and occupied rooms. Protect surfaces not to be painted. Dry-Fall painting shall not be required in mechanical-electrical equipment, custodial, storage and similar rooms.
- H. Interior Mechanical and Electrical Work: Unless otherwise noted, painting of mechanical and electrical work is limited to items exposed to view in finished spaces as defined herein.
1. Locations where MEP work to be field painted include following
 - a. Occupied or Finish spaces are to include all rooms and other spaces with suspended, drywall or plaster ceiling, including toilet rooms and storage rooms. Also stairs, classroom and other rooms used by students
 - b. Occupied or Finished Spaces with ceilings – Paint all exposed MEP work as described herein exposed to view.
 - c. Occupied or Finished Spaces without ceilings - Paint all exposed MEP work as described herein exposed to view, including the structure above - unless noted otherwise.
 - d. Occupied or Finished Spaces without ceilings (i.e., Egress Stairs, Gym, and Stage house), partial ceilings, and where indicated.
 - e. Unless noted otherwise, painting of MEP work is not required of Unfinished or unoccupied spaces include mechanical and electrical equipment rooms (rooms whose primary purpose is to house HVAC or other MEP equipt), elevator equipment rooms, IT equipt and MDF rooms, storage rooms without finish ceilings, shafts and chases.
 2. Items to be painted include, but are not limited to, the following:
 - a. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - b. Un-insulated metal and plastic piping
 - c. Piping hangers and supports.
 - d. Louvers grilles vents unless pre-finished
 - e. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

- f. Electrical equipment that is indicated to have a factory-primed finish for field painting.
 - g. Conduit and junction boxes, including metallic and PVC materials, fire alarm, BAS, attachments exposed and semi-exposed to view in finish areas
 - h. Electrical and control panels in finish areas and exposed to view
3. Do not paint, unless noted otherwise.
 - a. Pre-finished mechanical equipment and items
 - b. pipe and duct insulation
 - c. Pre-finished electrical devices and/or cover plates
 - d. Electrical fixtures
 - e. Name places
 - f. Moving parts
 - g. Sight exposed interior of ductwork and other equipment
 4. Touch up damaged finishes, including field applied and pre-finished surfaces.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. CMU Substrates:
 1. Latex System: MPI INT 4.2A.
 - a. Prime Coat: Interior/exterior latex block filler.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (eggshell unless otherwise noted)
 2. Water-Based Epoxy Coating System (Gloss):
 - a. Block Filler: 2 coats Epoxy block filler, MPI #116.
 - b. Intermediate Coat: Water-based epoxy (interior and exterior), MPI #115.
 - c. Topcoat: Water-based epoxy (interior and exterior), MPI #115.
 3. Water-Based Epoxy Coating System (Semi-Gloss):

- a. Block Filler: 2 coats Epoxy block filler, MPI #116.
 - b. Intermediate Coat: Water-based epoxy (interior and exterior), MPI #115.
 - c. Topcoat: Water-based epoxy (interior and exterior), MPI #215.
- B. Steel Substrates:
1. Alkyd System: MPI INT 5.1E.
 - a. Prime Coat: Quick-drying alkyd metal primer where required
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (Semi-gloss unless noted otherwise)
 2. Water-Based Dry-Fall System: MPI INT 5.1C.
 - a. Prime Coat: Quick-drying alkyd metal primer where required.
 - b. Topcoat: Waterborne dry fall.
- C. Galvanized-Metal Substrates:
1. Water-Based Dry-Fall System: MPI INT 5.3H.
 - a. Prime Coat: Waterborne dry fall where required
 - b. Topcoat: Waterborne dry fall.
 2. Alkyd System: MPI INT 5.3C.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (Semi-gloss unless noted otherwise).
- D. Gypsum Board Substrates:
1. Latex System: MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex. (Refer to finish schedule for gloss level.)
- E. Cotton or Canvas Insulation-Covering Substrates: Including pipe and duct coverings
1. Alkyd Over Latex Primer System: MPI INT 10.1B.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (Flat)

END OF SECTION 099100

SECTION 114000 – FOODSERVICE EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes: Food Service Equipment

- 1. Fabricated equipment.
- 2. Cooking equipment.
- 3. Self-contained refrigeration equipment.
- 4. Powered food-preparation equipment.
- 5. Serving equipment.
- 6. Relocation/Modification of Existing Equipment.

- B. Related Sections:

- 1. Division 21, 22, and 23 Sections for supply and exhaust fans; exhaust ductwork; service roughing-ins; drain traps; atmospheric vents; valves, pipes, and fittings; fire-extinguishing systems; and other materials required to complete foodservice equipment installation.
- 2. Division 23 Section "Commercial-Kitchen Hoods" for ventilation hoods.
- 3. Division 26 Sections for connections to fire-alarm systems, wiring, disconnect switches, and other electrical materials required to complete foodservice equipment installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include the following:

- 1. Manufacturer's model number.
- 2. Accessories and components that will be included for Project.
- 3. Clearance requirements for access and maintenance.
- 4. Utility service connections for water, drainage, power, and fuel; include roughing-in dimensions.

- B. Shop Drawings: For fabricated equipment. Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements, and attachments to other work.

- C. Samples for Initial Selection: For units with factory-applied color finishes.

- D. Samples for Verification: For each factory-applied color finish required, in manufacturer's standard sizes.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: For foodservice facilities.
 - 1. Indicate locations of foodservice equipment and connections to utilities.
 - 2. Key equipment using same designations as indicated on Drawings.
 - 3. Include plans and elevations; clearance requirements for equipment access and maintenance; details of equipment supports; and utility service characteristics.
 - 4. Include details of seismic bracing for equipment.
- B. Warranty: Samples of special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For foodservice equipment to include in emergency, operation, and maintenance manuals include the following:
 - 1. Product Schedule: For each foodservice equipment item, include the following:
 - a. Designation indicated on Drawings.
 - b. Manufacturer's name and model number.
 - c. List of factory-authorized service agencies including addresses and telephone numbers.

1.6 QUALITY ASSURANCE

- A. NSF Standards: Provide equipment that bears NSF Certification Mark or UL Classification Mark certifying compliance with applicable NSF standards.
- B. UL Certification: Provide electric and fuel-burning equipment and components that are evaluated by UL for fire, electric shock, and casualty hazards according to applicable safety standards, and that are UL certified for compliance and labeled for intended use.
- C. Steam Equipment: Provide steam-generating and direct-steam heating equipment that is fabricated and labeled to comply with ASME Boiler and Pressure Vessel Code.
- D. Regulatory Requirements: Install equipment to comply with the following:
 - 1. ASHRAE 15, "Safety Code for Mechanical Refrigeration."
 - 2. NFPA 54, "National Fuel Gas Code."
 - 3. NFPA 70, "National Electrical Code."
 - 4. NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations."

- E. Seismic Restraints: Comply with SMACNA's "Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines.
- F. Preinstallation Conference: Conduct conference at Project site.

1.7 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Delivery:

- 1. Equipment shall be delivered to the job site only after the building is weather-safe and vandal-safe.

B. Storage:

- 1. Store equipment in an area convenient to the point of installation in such a way that it is protected from the weather and job hazards.

C. Protection:

- 1. Wrapping and protective coatings shall remain on all items until ready for use and in the case of stainless steel items, until installation is complete and the job is ready for cleaning.
- 2. Existing equipment not scheduled for removal but to remain within the construction area shall be wrapped with protective plastic and/or padding to prevent damage and shall remain on all items until installation is complete and the job is ready for cleaning.

D. Damage:

- 1. All responsibility shall rest with the K.E.C. for any damage or loss incurred prior to final acceptance. Such items as may be lost or damaged shall immediately be replaced or repaired to a new condition to the complete satisfaction of and at no additional cost to the Owner.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of construction contiguous with foodservice equipment by field measurements before fabrication. Indicate measurements on Coordination Drawings.

1.9 COORDINATION

- A. Coordinate foodservice equipment layout and installation with other work, including layout and installation of lighting fixtures, HVAC equipment, and fire-suppression system components.
- B. Coordinate locations and requirements of utility service connections.
- C. Coordinate sizes, locations, and requirements of the following:

1. Overhead equipment supports.
2. Equipment bases.
3. Floor depressions.
4. Insulated floors.
5. Floor areas with positive slopes to drains.
6. Floor sinks and drains serving foodservice equipment.
7. Roof curbs, equipment supports, and penetrations.

1.10 WARRANTY

- A. Refrigeration Compressor Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace compressors that fail in materials or workmanship within specified warranty period.
1. Failure includes, but is not limited to, inability to maintain set temperature.
 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL

- A. New equipment and its component parts shall be new and unused. All items of standard manufactured equipment shall be current models at the time of delivery. All parts subject to wear, breakage, or distortion shall be accessible for adjustment, replacement, and repair.
- B. Means shall be provided to ensure adequate lubrication for all moving parts. All oil holes, grease fittings, and filler caps shall be accessible without the use of tools.
- C. The design of the equipment shall be such as to provide for safe and convenient operation. Covers or other safety devices shall be provided for all items of equipment presenting safety hazards. Such guards or safety devices shall not present substantial interference to the operation of the equipment. All guards shall provide easy access to the guarded parts.
- D. Trim shall not be an acceptable substitute for accuracy and neatness. When trim is required and accepted, it shall be provided at no additional cost.
- E. Unless otherwise specified herein, no material lighter than #20 gauge shall be incorporated into the work. All gauges for sheet iron and sheet steel shall be U.S. Standard Gauges, and finished equipment gauge thickness shall not vary more than 5% plus or minus from the thickness indicated below.

<u>GAUGE</u>	<u>THICKNESS</u>	<u>GAUGE</u>	<u>THICKNESS</u>
#10	0.1406	#16	0.0625
#12	0.1094	#18	0.0500
#14	0.0781	#20	0.0375

- F. Materials or work described in words which have a well known and acceptable trade meaning shall be held to refer to such accepted meanings.

2.2 MATERIALS

A. Refrigeration Systems:

- 1. Self-contained:
 - a. All units, top and cabinet mounted, shall be started and tested for maintenance of temperature.
 - b. All units shall be furnished with condensate evaporators.
- 2. Remote: Provide and install complete refrigeration system(s), charged, started, and operating properly, according to the Item Specifications and the following.
 - a. Single stage compressors with air-cooled condensers operating within the recommended range of suction discharge pressure of economical operation and within the required capacity.
 - b. All units shall be new and factory assembled, to operate with the refrigerant specified. Refrigerant R-404 shall be used for all medium and low temperature applications. Due to the unsettled nature of refrigerants, no refrigerant shall be used with a phase-out date of less than ten (10) years from the date of installation.
 - c. Compressors shall be accessible hermetic type, Copeland or approved equal, and shall be equipped with high-low pressure control, liquid line drier, sight glass, suction and discharge vibration eliminator, and head pressure control.
 - d. The system shall have a factory mounted and pre-wired control panel complete with main fused disconnect, compressor circuit breakers, contactors, and time clocks wired for single point power connection.
 - e. The supporting frame shall be constructed of structural steel, fully welded, and protected against rust and corrosion with one (1) coat primer, and two (2) coats paint, unless otherwise specified.
 - f. Systems specified for outdoor installation shall be fully protected in a weather-proofed housing with louvered front panel and hinged top, constructed to resist rust and corrosion, and furnished with low ambient controls. Crankcase heater shall be provided with every compressor.
- 3. Where pre-piped lines are specified (i.e., from a fixture to a valve compartment, etc.), provide such work in strict conformance with other sections of the specifications which set forth standards for this type of work or in conformity with the requirements of the Board of Fire Underwriters or ASHRAE Standards, whichever is greater.
- 4. Each refrigeration item specification is written to provide minimum specifications and scope of work. All refrigeration equipment shall be designed and installed to maintain the following general temperatures unless otherwise specified.

<u>TYPE</u>	<u>REFRIGERATORS</u>	<u>FREEZERS</u>
a. Walk-In	+35° F./1.7° C.	-10° F./-23.3° C.
b. Reach-In	+35° F./1.7° C.	-10° F./-23.3° C.
c. Undercounter	+35° F./1.7° C.	-10° F./-23.3° C.

d. Fabricated	+35° F./1.7° C.	-10° F./-23.3° C.
e. Cold Pans	+0° F./-17.8° C.	
f. Work Rooms	+50° F./10° C.	

5. Provide all electrical and refrigeration components needed by the completed system and complete (or have completed by the respective trades) all connections of and to said components.
6. An evaporator coil defrost system shall be provided and installed on all refrigeration systems designed to operate at an evaporator coil temperature of less than +35° F. Evaporator coil units provided without electric defrost feature shall be installed with a solenoid valve in the liquid line, controlled by the time clock so as to shut off the flow of refrigerant and allow the compressor to pump down and shut off by activation of the pressure control switch.
7. Verify the requirements of and provide any or all additional refrigeration specialty(s) or component(s) required or recommended by the manufacturer for proper operation under the specific operating conditions and location of each system specified.
8. Verify and provide manufacturer's certification that the equipment selection hereinafter specified for each refrigeration system is properly sized and shall meet the operating requirements set forth for each system regarding maintaining specified operating temperature, hours of compressor running time, and system pressures and velocities as recommended by the equipment manufacturer(s).
9. All refrigeration systems shall be installed and wired in strict conformance with the manufacturer's instructions and recommendations.

B. Motors and Heating Elements:

1. Motors up to and including 1/2 HP shall be wired for 120 volt, single phase service. Motors larger than 1/2 HP shall be wired for 208 volt, single or three phase service as indicated. Motors shall be of the drip-proof, splash-proof, or totally enclosed type, having a continuous duty cycle and ball bearings, except small timing motors which may have sleeve bearings. All motors shall have windings impregnated to resist moisture. Motors located where subject to deposits of dust, lint, or other similar matter shall be of the totally enclosed type. Motors shall have ample power to operate the machines for which designated under full load operating conditions without exceeding their nameplate ratings. Insulation shall be N.E.M.A. Class B or better.
2. Heating elements having a connected load up to and including 1,000 watts shall be wired for 120 or 208 volt, single phase service, or as indicated on the drawings.
 - a. Any heating element larger than 1,000 watts or any combination of elements in one fixture totaling more than 1,000 watts shall be wired for 208 volt single or three phase service, as indicated on the drawings.
 - b. Fixtures having multiple heating elements may be wired for three phase service with the load balanced as equally as possible within the fixture.

C. Switches and Controls:

1. Provide recognized commercial grade signals, "on-off" pushbuttons or switches, and other speed and temperature controls as required for operation of each item, complete with pilot lights and permanent graphics, conspicuously labeled, to assist the user of each item.

2. Mount switches and controls directly adjacent the piece of equipment for which it involves, on operator's side of counter body apron, out of view to the public.
3. Provide on or for each motor-driven appliance or electrical heating or control unit, a suitable control switch or starter of the proper type and rating and in accordance with Underwriter's Code wherever such equipment is not built in. All other line switches, safety cut-outs, control panels, fuse boxes, other control fittings and connections, when not an integral part of the unit or furnished loose by the manufacturer will be furnished and installed under Division 26, unless otherwise specified. All electrical controls, switches, or devices provided loose for field installation as a part of the item specified shall be installed in the field unless otherwise specified.
4. Appliances shall be furnished complete with motors, driving mechanisms, starters, and controllers, including master switches, timers, cut-outs, reversing mechanisms, and other electrical equipment if and as applicable.

D. Cover Plates:

1. All controls mounted on vertical surfaces of fixtures shall be set into recessed die stamped stainless steel cups, or mounted onto removable cover plates in such a fashion as to not protrude or interfere with the operation of each item.
2. Cover plates shall be furnished and installed for all electrical outlets, receptacles, switches and controls furnished, and shall match the material and finish of the equipment to which they will be fastened.

E. Wiring and Conduit:

1. Wiring shall be properly protected in N.E.M.A. and U.L. approved metal enclosures. Only rigid steel conduit shall be used, zinc coated where unexposed and chrome plated where exposed. All wiring shall be run concealed wherever possible.
2. All equipment furnished under this contract shall be so wired, wound, or constructed so as to conform with the electrical characteristics at the job site.
3. Wiring and connection diagrams shall be furnished with electrically operated machines and for all electrically wired fabricated equipment.
4. Furnish all foodservice equipment completely wired internally using wire and conduit suitable for a wet location. Where an Electrician's services are required, the work shall be done in the factory or at the job site at no additional cost to the Owner. Provide all electrical outlets and receptacles required to be mounted on or in fabricated equipment and interconnect to a master circuit breaker panel with all wires neatly tagged showing item number, voltage characteristics, and load information. Final connection shall be made by the under Division 26.

F. Cords, Plugs, and Receptacles:

1. Provide three- or four-wire, grounding-type receptacles for all wall and floor mounted outlets to be used for plug-in equipment with characteristics as noted on the drawings. Provide Hubbell three-wire or four-wire grounding-type connectors and neoprene cords installed on each item of plug-in equipment, as indicated on drawings and item specifications.
2. Receptacles provided shall match the specific plugs provided as part of the plug-in equipment.

3. Reduce the length of all cords furnished with the specified equipment to a suitable or appropriate length so they do not interfere with other equipment or operations.
4. Pedestal receptacles that are part of fabricated equipment exposed to view, shall be similar to T&S Model No. B-1508DD single face, single gang or Model No. B-1528DD single face, double gang.

G. Water Inlets:

1. Water inlets shall be located above the positive water level wherever possible to prevent siphoning of liquids into the water supply system. Wherever conditions shall require a submerged inlet, a suitable type of check valve (except in jurisdictions where check valves are prohibited) and vacuum breaker shall be placed on the fixture to form a part of same to prevent siphoning. Where exposed to view, piping and fittings shall be chrome-plated.

H. Drain Lines:

1. Provide and install indirect waste lines from equipment which will discharge into floor drains or safe wastes in accordance with Plumbing Rough-In Plans, chrome-plated where exposed. Extend to a point at least 1" (or as required by local codes) above the rim of the floor drain, cut bottom on 45° angle and secure in position.
2. All horizontal piping lines shall be run at the highest possible elevation and not less than 6" above finished floor, through equipment where possible.
3. No exposed piping in or around fixtures or in other conspicuous places shall show tool marks of more than one thread at the fitting.
4. All steam operating valves on or in fabricated and purchased foodservice equipment shall be provided with composition hand wheels, which shall remain reasonably cool in service.
5. Provide suitable pressure regulating valves for all equipment with such components that might reasonably be expected to be affected over a period of time by adverse pressure conditions.

I. Metals and Alloys:

1. Stainless steel sheets shall conform to ASTM 240, Type 302, Condition A, 18-8, of U.S. Standard Gauges as previously indicated under paragraph 2.1.E.
 - a. All exposed surfaces shall have a No. 4 finish. A No. 2B finish shall be acceptable on surfaces of equipment not exposed to view.
 - b. All sheets shall be uniform throughout in color, finish, and appearance.
 - c. Rolled shapes shall be of cold rolled type conforming to ASTM A36.
2. Stainless steel tubing and pipe shall be Type 304, 18-8, having a No. 4 finish, and shall conform to either ASTM A213 if seamless or ASTM A249 if welded.
3. Where galvanized metal is specified, it shall be copper-bearing galvanized iron, cold-rolled, stretcher leveled, bonderized, re-rolled to insure a smooth surface, and used in the largest possible sizes with as few joints as necessary.
4. Galvanizing shall be applied to rolled shapes in conformance with ASTM A123, and to sheets in conformance with ASTM A526, coating designation G-90.

J. Castings:

1. Castings shall consist of corrosion resisting metal (white metal) containing not less than 30% nickel. All castings shall be rough ground, polished, and buffed to bright lustre and free from pit marks, runs, checks, burrs, and other imperfections. In lieu of corrosion resisting metal castings, die-stamped or cast 18-8 stainless steel will be acceptable.

K. Hardware and Casters:

1. All hardware shall be of heavy duty type, satin finished chromium plated brass, cast or forged or highlighted stainless steel of uniform design. All hardware shall be a well known brand, and shall be identified by the manufacturer's name and model number for easy replacement of broken or worn parts.
2. Casters on custom built equipment shall be heavy duty type, ball bearing, solid or disc wheel, with grease-proof rubber, neoprene, or polyurethane tire. Wheel shall be 5" diameter, minimum width of tread 1-3/16", minimum capacity per caster 250 pounds, unless otherwise noted.
 - a. Solid material wheels are to be provided with stainless steel rotating wheel guard.
 - b. All casters shall have sealed wheel and swivel bearings, polished plated finish and be N.S.F. approved.
 - c. All equipment specified with casters shall have a minimum of two (2) with brakes installed on opposite corners, unless otherwise noted.

L. Locks:

1. When specified, doors and drawers of all custom fabricated or manufactured equipment shall be provided with cylinder locks, disc tumbler type with stainless steel faceplate as manufactured by Standard-Keil Mfg. Co., or approved equal.
 - a. Provide two (2) sets of keys for each lock.
 - b. All locks shall be keyed alike, except at cashiers stations or unless otherwise specified.

M. Thermometers:

1. All fabricated refrigerated compartments shall be fitted with exterior mounted, adjustable, dial or digital thermometers with flush bezels, and shall be calibrated after installation.

N. Sealants:

1. Sealant, wherever required, shall conform to ASTM C 920; Type S Grade NS, Class 25, Use Nt, with characteristics that when fully cured and washed meets requirements of Food and Drug Administration Regulation 21 CFR 177.2600 and N.S.F. RTV-732 for use in areas where it comes in contact with food.

O. Plastic Laminate:

1. Plastic laminate surfaces shall be laminated with thermosetting decorative sheets of the color, pattern, and style as selected by the Owner.

- a. Horizontal surfaces shall be laminated with sheets conforming to Federal Specification L-P-508F, Style D, Type I (general purpose), Grade HP, Class 1, 1/16" thick, satin finish, with rough sanded backs.
 - b. Vertical surfaces shall be laminated with sheets conforming to Federal Specification L-P-598F, Style D, Type II, (vertical Surface), Grade HP, Class 1, non-forming, satin finish, 1/32" thick or heavier.
 - c. Curved surfaces shall be laminated from sheets conforming to Federal Specification L-P-508F, Style D, Type III (post-forming), Grade HP, Class 1, satin finish.
 - d. Balance sheets for backs in concealed locations shall be either reject material of the same type and thickness as the general purpose grade facing or may be .020" thick laminate backing sheets conforming to Federal Specification L-P-00508E, Style ND, Type V (backing sheet), Grade HP.
2. Adhesives:
- a. For application of plastic laminate to wood substrates of horizontal surfaces shall be a phenolic, resorcinol, or melamine adhesive conforming to Federal Specification MMM-A-181C, producing a waterproof bond.
 - b. For applying plastic laminate to vertical surfaces shall be either a waterproof type or a water-resistant type such as a modified urea-formaldehyde resin liquid glue conforming to Federal Specification MMM-A-188C.
 - c. Contact adhesive will not be acceptable.
- P. Solid Surfacing:
1. Homogeneous solid sheets of filled polyester and acrylic resin complying with material and performance requirements of ANSI Z124.3, for Type 5 or Type 6, without a pre-coated finish.
 2. Install as directed by manufacturer of specified material for commercial foodservice use for the areas and with the units specified and shown.
 - a. Especially isolate heated drop-in units per solid surfacing manufacturer's direction. This includes any blocking, insulation, reflective tape, additional layers of material, s/s collar, etc.
 3. Structural support for ½" thick counter tops must not allow more than 6" void in any direction; for ¾" an 8" void is maximum.
 4. Provide additional support around all drop-in and countertop mounted equipment to preclude future deflection of material, especially at heated units.
 5. Countertop edges must be built-up to 1-1/2" with same material (or as specified). Unsupported overhanging edges must not exceed 2".
 6. Typical manufacturer's:
 - a. DuPont "Corian".
 - b. Formica "Surell".
 - c. Wilsonart "Gibraltar".
 - d. Avonite.
 - e. Zodiac.

2.3 FABRICATION AND MANUFACTURE

A. Materials and Workmanship:

1. All fabricated work shall be the product of one manufacturer of uniform design and finish.
2. Each fabricated item of equipment shall include all necessary reinforcing, bracing, and welding with the proper number and spacing of uprights and cross members for strength.
3. Provide access to shop fabrication areas during normal working hours to facilitate inspection of the equipment, during construction, by the Architect or his authorized representative.
4. Wherever standard sheet sizes will permit, the tops of all tables, shelves, exterior panels of cabinet type fixtures, and all doors and drainboards shall be constructed of a single sheet of metal.
5. Except where required to be removable, all flat surfaces shall be secured to vertical and horizontal bracing members by welding or other approved means to eliminate all buckle, warp, rattle, and wobble. All equipment not braced in a rigid manner and which is subject to rattle and wobble shall be unacceptable, add additional bracing in an approved manner to achieve acceptance.

B. Sanitary Construction:

1. All fabricated equipment shall be constructed in strict compliance with the standards of the National Sanitation Foundation as outlined in their Bulletin on Food Service Equipment entitled "Standard No. 2" dated October 1952, and in compliance with the local and State Public Health Regulations in which the installation will occur.
2. All fabricated equipment shall bear the N.S.F. "Seal of Approval".

C. Construction Methods:

1. Welding:

- a. All welding shall be the heliarc method with welding rod of the same composition as the sheets or parts welded. Welds shall be complete, strong, and ductile with excess metal ground off and joints finished smooth to match adjoining surfaces; free of mechanical imperfections such as gas holes, pits, cracks, etc., and shall be continuously welded so that the fixtures shall appear as one-piece construction. Butt welds made by spot solder and finished by grinding shall not be acceptable.
- b. Spot welds shall have a maximum spacing of 3". Tack welds shall be of at least 1/4" length, and spaced no greater than 4" from center to center. Weld spacing at the ends of the channel battens shall not exceed 2" centers.
- c. In no case shall soldering be considered as a replacement for welding, nor shall any soldering operation be done where dependence is placed on stability and strength of the joint.
- d. Fixtures shall be shop fabricated of one piece and shipped to the job completely assembled wherever possible. Equipment too large to transport or enter the building in one piece shall be constructed so that the field joints can be welded at the job site.
- e. All exposed joints shall be ground flush with adjoining material and finished to harmonize therewith. Whenever material has been sunk or depressed by welding

operation, depression shall be suitably hammered and peened flush with the adjoining surface and ground to eliminate low spots. In all cases the grain of rough grinding shall be removed by successive fine polishing operations.

- f. All unexposed welded joints on undershelves of tables or counters of stainless steel shall be suitably coated at the factory with an approved metallic-based paint.
- g. After galvanized steel members have been welded, all welds and areas where galvanizing has been damaged shall have a zinc dust coating applied.

2. Joints:

- a. Butt joints and contact joints, wherever they occur, shall be close fitting and shall not require a filler. Wherever break bends occur, they shall be free of undue extrudence and shall not be flaky, scaly, or cracked in appearance; where such breaks do mar the uniform surface appearance of the material, all such marks shall be removed by suitable grinding, polishing, and finishing. Wherever sheared edges occur, they shall be free of burrs, fins, and irregular projections and shall be finished to obviate all danger of laceration when the hand is drawn over them. In no case shall overlapping materials be acceptable where miters or bullnosed edges occur.
- b. Field welded joints shall be ground smooth without dips and irregularities and finished to match original finish.

3. Bolt, Screw and Rivet Construction:

- a. All exposed surfaces shall be free from bolt and screw heads. When bolts are required, they shall be of the concealed type and be of similar composition as the metal to which they are applied.
- b. Where bolt or screw threads on the interior of fixtures are visible or may come into contact with hands or wiping cloths, they shall be capped with a stainless steel or chrome acorn nut and stainless steel lock washer.
- c. If rivets are used to fasten rear paneling to the body of the fixture, such rivets shall be stainless steel. In no case shall iron rivets be used.

4. Sound Deadening:

- a. Schnee Butyl-Sealant 1/2" wide rope continuously between all frame members and underside of stainless steel table tops, overshelves and undershelves.
- b. Tighten stud bolts for maximum compression of sealant.

5. Hi-Liting:

- a. All horizontal edges of stainless steel tops, splashes, tops of raised rolled rims, and edges of all exposed doors, handles and shelf edges shall be hi-lited, in uniform design by grinding with abrasive not coarser than #240 grit, then polishing with compound to a uniform mirror finish.

6. Polishing:

- a. The grain of polishing shall run in the same direction on all horizontal and on all vertical surfaces of each item of fabricated equipment except in the case where the finish of the horizontal sections of each shall terminate in a mitered edge.
- b. Where sinks and adjacent drainboards are equipped with backsplash, the grain of the polishing shall be consistent in direction throughout the length of the backsplash and sink compartment.

7. Finishes:

- a. Paint and coatings shall be of an N.S.F. approved type suitable for use in conjunction with foodservice equipment. Such paint or coating shall be durable, non-toxic, non-dusting, non-flaking and mildew resistant, shall comply with all governing regulations, and shall be applied in accordance with the manufacturers recommendations.
- b. All exterior, galvanized parts, exposed members of framework, and wrought steel pipe where specified to be painted shall be cleaned, primed with rust inhibiting primer, de-greased, and finished with two (2) coats of glossy enamel grey hammertone paint, unless otherwise noted.
- c. Where baked enamel finishes are specified, they shall be oven baked on the fixtures for a minimum of 1-1/2 hours at a minimum temperature of 300° Fahrenheit.
- d. Fabricated equipment shall be spray coated with plastic suitable for protecting the equipment during transport and installation. The coating shall be easily removable after the equipment installation is complete at the job site, and final clean-up has begun.

D. Construction:

1. Enclosed Bases:

- a. All enclosed bases or cabinet bodies shall be of seamless #18 gauge stainless steel construction, enclosed on the ends and sides as required and called for under each item.
- b. Ends of body shall terminate at front or operator's side in a 2" wide mullion, vertical, and completely enclosed. All intermediate mullions shall be completely enclosed.
- c. The bases shall be reinforced at the top with a framework of 1-1/2"x1-1/2"x1/8" galvanized angles, with all corners mitered and welded solid.
- d. Underside of top shall be reinforced with channels and gussets where necessary. Additional angles and cross members shall be provided to reinforce shelves and support tops under heavy tabletop equipment.
- e. Where sinks or other drop-in equipment occur, provide additional reinforcing extending crosswise, both sides of opening.
- f. In the case of fixtures fitting against or between walls, the bodies shall be set in 1" or 2" from the wall line, with the tops continuing to the wall line with integral, coved splashes as specified. Extend vertical face of body to the wall line only. This will permit adjustment to wall irregularities. Vertical trim strips will not be accepted.
- g. Bodies shall be fitted with counter style stainless steel legs as hereinbefore specified.

2. Cafeteria Style Counters:

- a. All counters shall be constructed as previously specified under Enclosed Bases.
- b. Provide top and bottom framing for each counter food pan, cold pan, coffee urn, ice cream unit, ice bin, dish dispenser, etc., whether a drop-in unit or a cutout for a portable unit.
- c. Where plate shelves occur, frame horizontally 8-1/2" back from counter edge or as design dictates, and at bottom of shelf at counteredge.
- d. The countertop shall be constructed of #14 gauge stainless steel, as previously specified, with all joints welded, ground and polished.
- e. Fronts and exposed ends shall be stainless steel, plastic laminate or other material as noted in the Item Specifications.
- f. All display glass shelving shall be 1/4" polished plate glass and fully trimmed with #18 gauge stainless steel formed channels. Top shelves shall be the same width as the shelf below. Shelves shall be supported on 5/8" square, #16 gauge stainless steel perimeter tubing fully welded to 1-1/4" square, #16 gauge stainless steel tubing uprights.
- g. Provide appropriate adjustable glass sneeze or breath guards trimmed in stainless steel along front, entire length, mounted in Klein 4465-A brackets.
- h. Protector shelf over hot food wells shall be #16 gauge stainless steel supported on 1-1/4" square, #16 gauge stainless steel tubing uprights, with 1/4" polished plate glass front and end panels trimmed in #18 gauge stainless steel channels. When specified for self-service, mount bottom edge of front panel 8" above countertop.
- i. All display and protector shelves shall be furnished with full-length fluorescent lights wired to on/off switch in counter apron, with lamps and protective shields. Conceal all wiring in tubular uprights.
- j. Refer to Item Specification for changes, as required.
- k. Counter shall be internally wired complete and in such a way as to meet the requirements of the Electrical Code of the job location.

2.4 EQUIPMENT

- A. All items listed on the Contract Documents under the heading "Equipment Schedule" shall be furnished in strict accordance with the foregoing specifications and with the following detailed Itemized Specifications.
- B. Manufacturer's names and model numbers are shown establishing quality, size, and finish required, representing the Owner's and Consultant's requirements and basis for bid. Equipment is listed hereinafter with same item numbers as shown on Contract Documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine area, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of kitchen equipment.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Foodservice equipment drawings are diagrammatic and intended to show layout, arrangement, mechanical and electrical requirements.

3.3 INSTALLATION

- A. Equipment shall be uncrated, fully assembled and set level in position for final connections. Parts shipped loose but required for connection shall be properly tagged and shall be accompanied by the necessary installation instructions.

- B. Remote Refrigeration Systems:

1. Refrigeration items shall be started up, tested, adjusted, and turned over to the Owner in operational condition and left running in accordance with the manufacturer's instructions.
2. All copper tubing shall be refrigerant grade A.C.R. or type "L".
3. Silver solder and/or Sole-Phase shall be used for all refrigerant piping. Soft solder is not acceptable.
4. All refrigerant lines in pipe sleeves or conduit shall be effectively caulked at ends to prevent entrance of water or vermin and at penetrations through walls or floors.
5. All tubing shall be securely anchored with clamps, and suspended lines shall be supported with adjustable hangers at 6'-0" o.c. maximum.
6. Wrap drain line in freezer compartment(s) with approved heat-tape for final connection under Division 26.

- C. Sealing and Caulking:

1. Prior to the application of sealant, all surfaces shall be thoroughly cleaned and degreased.
2. Apply around each unit of permanent installation at all intersections with walls, floors, curbs or other permanent items of equipment.
3. Joints shall be air-tight, water-tight, vermin-proof, and sanitary for cleaning purposes.
4. In general, joints shall be not less than 1/8" wide, with backer rod to shape sealant bead properly at 1/4" depth. Shape exposed surfaces of sealant slightly concave, with edges flush with faces of materials at joint.
5. At internal corner joints, apply sealant or gaskets to form a sanitary cove, of not less than 3/8" radius.
6. Provide sealant-filled joints up to 3/4" in joint width. Trim strips for wider joints shall be set in a bed of sealant and attached with stainless steel fasteners, 48" o.c., or less, assure suitable fastening and prevent buckling of the metals fastened.

- D. Cutting:

1. Provide cut-outs in foodservice equipment where required to run plumbing, electric, or steam lines through equipment items for final connections.

3.4 FIELD QUALITY CONTROL

A. Start-Up and Testing:

1. Delay start-up of foodservice equipment until service lines have been tested, balanced, and adjusted for pressure, voltage, and similar considerations; and until water and steam lines have been cleaned and treated for sanitation.
2. Before testing, lubricate each equipment item in accordance with manufacturer's recommendations.
3. Supply a trained person or persons who shall start up all equipment, test and make adjustments as necessary, resulting in each item of equipment, including controls and safety devices, performing in accordance with the manufacturer's specifications.
4. All gas-fired equipment shall be checked by the local gas company as to calibration, air adjustments, etc., and adjustments made as required.
5. Repair or replace any equipment found to be defective in its operation, including items which are below capacity or operating with excessive noise or vibration.

B. Demonstration:

1. Provide an operating demonstration of all equipment at a time of Owner's convenience, to be held in the presence of authorized representatives of the Architect and Owner.
2. Demonstration shall be performed by manufacturer's representative knowledgeable in all aspects of his equipment.
3. During the demonstration, instruct the Owner's operating personnel in the proper operation and maintenance of the equipment.

3.5 ADJUST AND CLEAN

- A. Upon completion of installation and tests, clean and sanitize foodservice equipment, and leave in condition ready for use in food service.
- B. Remove all protective coverings, and thoroughly clean equipment both internally and externally.
- C. Make and check final adjustments required for proper operation of the equipment.
- D. Restore finishes marred during installation to remove abrasions, dents, and other damages. Polish stainless steel surfaces, and touch-up painted surfaces with original paint.
- E. Clean up all refuse, rubbish, scrap materials, and debris caused by the work of this Section, and put the site in a neat, orderly, and broom-clean condition.

3.6 EXISTING EQUIPMENT

- A. Re-Use and Relocation of Existing Equipment

1. K.E.C. shall be responsible for traveling to site where existing items are located, disconnecting all items scheduled for re-use and transporting said items to new location shown on plan.
2. Dis-assemble, clean, repair, move, re-assemble and re-set listed existing items in new location as shown on plan.
3. Provide necessary hoisting apparatus as required to safely and effectively transport items to new location. Include wrapping or padding of sensitive items to protect against scratching or denting.
4. Any damages incurred as a result of the transporting of equipment shall be repaired by competent service agency to like-new condition with no additional cost to the contract price.

B. Cleaning and Repair

1. Clean listed existing items and replace any defective parts.
2. Cleaning shall consist of the removal of residues of food, ingredients, dirt and all other soiling materials and extraneous matter.
3. Repairs and parts shall be for minor items such as: control knobs, pilot lamps, faucet washers, minor adjustments, etc.
4. Major repairs or parts required, which are only detectable during repairs, shall be noted in writing, with cost, to Owner for approval and addition to the contract price.

C. Storage and Protection

1. Coordinate a suitable location to store all existing equipment. Provide secured storage in the form of a trailer or shed.
2. All existing items shall be stored to an off-site location until ready for use and delivery can be made to job site.
3. K.E.C. shall be responsible for protection from theft and damage of all existing equipment scheduled for re-use.

3.7 EQUIPMENT SCHEDULE

ITEM #1: REACH-IN REFRIGERATOR, MOBILE -- (N.I.C. – FURNISHED BY OWNER)

QUANTITY: One (1)

ITEM #2: DELI REFRIGERATOR

QUANTITY: One (1)
MANUFACTURER: Atlas Metal Industries, Inc.
MODEL NO.: SU-5 (N058)
PERTINENT DATA: SU Series, Built-In/Slide-In Refrigerated Base, Open Top Sandwich Unit,
Self-Contained
UTILITIES REQ'D: 6.8A, 120V, 1PH

Furnish and set-in-place per Equipment Plan, Sheet K-1.1; Manufacturer's Instructions and the following:

ITEM #2: (Continued)

1. Cord and plug set.

ITEM #3: REFRIGERATED COLD PAN -- (EXISTING -- TO BE RE-USED)

QUANTITY: One (1)
MANUFACTURER: Atlas Metal Industries, Inc.
MODEL NO.: WCM-5
PERTINENT DATA: (5)-Pan Capacity, Drop-In, Standard Depth, Self-Contained
UTILITIES REQ'D: 9.8A, 120V, 1PH; 3/4" IW

Relocate to position shown on Equipment Plan, Sheet K-1.1; Manufacturer's Instructions and the following:

1. Remove existing compressor and refrigerant and replace with new units.
2. Five-year compressor warrantee.

ITEM #4: SOLID TRAY SLIDE

QUANTITY: One (1)
MANUFACTURER: Custom Fabricated
MODEL NO.: Solid Surface
PERTINENT DATA: 41'-10"± Long x 12" Wide
UTILITIES REQ'D: ----

Fabricate and set-in-place per Equipment Plan and Fabrication Detail, Sheet K-1.1; and the following:

1. Constructed of solid surface material glued on to marine plywood base, color and pattern as selected by Architect; K.E.C. to verify.
2. Re-face existing laminate panels at serving line, color as selected by Architect; K.E.C. to verify.

ITEM #5: CASHIER STAND -- (N.I.C. -- FURNISHED BY OWNER)

QUANTITY: One (1)

ITEM #6: CONDIMENT COUNTER -- (N.I.C. -- FURNISHED BY OWNER)

QUANTITY: One (1)

(END OF SECTION 114000)