

**ADDENDUM NO. 1**  
**NORTH GEORGETOWN ELEMENTARY SCHOOL**  
Georgetown, Delaware 19947

March 28, 2014

NOTICE: Attach this addendum to the project manual for this project. It modifies and becomes a part of the contract documents. Work or materials not specifically mentioned herein are to be described in the main body of the specifications and as shown on the drawings. Bidders shall acknowledge receipt of this addendum on the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

**The date and location of the bid opening remain the same. The time of the bid opening is extended until 4:00 PM local time.**

Whenever this Addendum modifies a portion of the Project Manual added information is shown in **Bold/Italicized** and deleted information is shown as ~~striketrough~~.

The contract documents for the above referenced project are amended as follows:

**CLARIFICATIONS**

1. Electronic files will be available to Contractor according to the following terms, and the release included in the Project Manual (see below). Associated fee for requested files is the responsibility of the Contractor.
  1. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be made available by Architect for Contractor's use in preparing submittals, upon specific request of the Contractor.
    - a. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
      - i. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      - ii. Digital Drawing Software Program: The Contract Drawings are available in native Autodesk Revit 2013 (Architectural and Structural), which can be converted to DWG, and AutoCAD (Civil, Mechanical, Plumbing, and Electrical).
      - iii. Contractor shall execute a data licensing agreement(s) in the form of Agreement included in Project Manual.
      - iv. Charges for digital data files shall be as described in the data licensing agreement, and shall be the responsibility of the Contractor.
        1. Charge: As listed in media release.
      - v. Contractor shall follow the prescribed Digital Data File request procedure.
        1. Contractor shall inform Architect that digital data files will be requested, including information required for Architect to complete data licensing agreement.
          - a. Name of Contractor.
          - b. Name and title of Contractor's agent who will sign form.
          - c. Email address and name of person to receive digital data files.
          - d. File format.
          - e. List of drawings for which digital data files are being requested.

2. Architect will provide data licensing agreement(s) to Contractor and indicate charges.
  3. Contractor shall sign data licensing agreement(s) and return to Architect along with payment for charges.
  4. Upon receipt of signed agreement(s) and payment for charges, Architect will convert files and send to Contractor through project website.
2. Submittals and RFIs shall be processed electronically. Finishes will be reviewed as physical submittals and shall also have electronic approval sheets. Refer to Division 01, Section 013300 "Submittal Procedures" for additional information.
  3. Contractor shall conduct and keep record of background checks for all employees and Subcontractor employees who are onsite, and shall make records available to Construction Manager and Owner upon request. Refer to Section 013500.
  4. It is strongly recommended that all Contractors visit the site of the Work prior to submitting their proposal. Contractors visiting the school must register at the school's main office upon arrival.

### **CHANGES TO PROJECT MANUAL**

1. Section 004100 BID FORMS-replace this section with pages 004100-1 thru -04100-7 and subcontractor lists pages 004100-1 thru 004100-14.
2. Section 005200 AGREEMENT-replace with attached Agreement.
3. Section 006216 – INSURANCE-Insert Page 006216-1, and insert ACORD Insurance Sample.
4. Section 007200-GENERAL CONDITIONS-replace with attached General Conditions.
5. Section 011100-SUMMARY OF WORK-replace with attached Summary of Work.
6. Section 013216-CONSTRUCTION SCHEDULE-insert Pre-Bid Construction Schedule, page 1.
7. Pre-Bid Sign In Sheets (attached).
8. Town of Georgetown Hydrant Flow Test Certificate (attached).
9. Section 013300 Submittal Procedures
  - a. ADD form "Release for use of Digital Media" to end of section.
10. Section 055000 Metal Fabrications
  - b. REMOVE the following paragraphs: 1.2.A.4, 2.7 and all subparagraphs, and 3.3 and all subparagraphs.
11. Section 260535 Miscellaneous Raceway Systems
  - c. DELETE paragraph 3.1(I): "Provide underground conduit to property line for utility service entrance. Verify exact location with serving utility. Refer to Drawings for details."
12. Section 260544 Innerduct
  - d. DELETE paragraph 3.3(A): "Aboveground, Exterior and Interior Conduit Installations: Outdoor textile innerduct (Standard or Detectable as desired)."
  - e. REVISE paragraph 3.3(B) to 3.3(A).
  - f. REVISE new paragraph 3.3(A) as follows:
    - A. Interior Locations:
      1. Non-plenum Areas: Riser rated textile innerduct, compliant with UL Standard 2024A.
      2. Plenum Areas: Plenum rated textile innerduct, compliant with UL Standard 2024A."
  - g. REVISE paragraph 3.3 (C) to 3.3(B).
  - h. REVISE paragraph 3.3(D) to 3.3 (C).
13. Section 283112 Fire Alarm System – Existing System Expansion

- i. ADD paragraph 2.2:
  - 2.2 Graphic Annunciator
    - 1. Provide new or modify existing graphic annunciator to indicate the new building footprint, as indicated on Architectural drawings.
    - 2. Provide new text with LED-indicating light to indicate alarm condition in new fire protection riser zone, as indicated on drawings.
    - 3. New or modified graphic annunciator shall be compatible with existing Fire Alarm System.
    - 4. Provide finish to match existing graphic annunciator.
    - 5. Locate new or modified graphic annunciator in existing graphic annunciator location in Vestibule C120.”

## **CHANGES TO DRAWINGS**

1. C-102 EXISTING CONDITION & DEMOLITION PLAN
  - a. See revised Demolition Construction Note R-6.
2. C-201 SITE & UTILITIES PLAN
  - a. See revised General Construction Note G-1
  - b. See sidewalk re-installation near PR. Sanitary MH 2.
3. C-601 ENTRANCE PLAN
  - a. See revised Striping & Signage Construction Notes.
4. C-901 GENERAL CONSTRUCTION DETAILS
  - a. See revised Concrete Curb and Gutter Detail.
5. C-902 GENERAL CONSTRUCTION DETAILS
  - a. See added manhole insert detail.
  - b. See added trench backfill detail.
6. EL101 FIRST FLOOR PLAN – AREA “A” – LIGHTING – NEW WORK
  - a. ADD dimmer designation “D” to all switch symbols serving classrooms. Refer to “Lighting Control Diagram – Classroom Lighting” detail on Drawing E304 for additional information.
7. E309 DETAILS – ELECTRICAL
  - a. ADD drawing note #8 to “Partial Network Riser Diagram” detail to read “Provide (1) 4” conduit with two 3” 3-cell innerduct from Technology Equipment B156 to IDF B117A. Provide additional pull tape in conduit, exterior to innerduct.”
8. E402 SCHEDULES – ELECTRICAL
  - a. REVISE feeder identification number “F6” in Feeder Schedule – Conductors and Conduits to indicate “Not Used”.
9. E403 SCHEDULES – ELECTRICAL
  - a. Lighting Control Panel LCP1A
    - i. REVISE panelboard circuit description for relay #5 to read “HEM2-5”.
    - ii. REVISE panelboard circuit description for relay #6 to read “HEM2-7”.
10. E501 SINGLE LINE – ELECTRICAL
  - a. REVISE feeder designation number serving Panelboard C1A2 from “F6” to “F3”.

## QUESTIONS/ANSWERS

- Q: Who is providing the network switches (network and core)?  
A: Network switches by Indian River School District (IRSD).
- Q: Who is configuring the switches?  
A: The network switches, once purchased by the District, will be turned over to the Delaware Department of Technology and Information (DTI) to be configured and maintained.
- Q: Who is providing the equipment racks?  
A: Equipment racks by the Communications Contractor.
- Q: Who is supplying the servers and routers?  
A: Servers and routers by IRSD.
- Q: Who is the fire alarm vendor for the existing building?  
A: Wayman.
- Q: Are interactive white boards the same as smart boards?  
A: Yes.
- Q: Will coordination drawings be required?  
A: It shall be the responsibility of the Fire Protection Contractor and Mechanical Contractor to provide coordination drawings in accordance with the requirements of Section 210500 - Common Work Results for Fire Protection, paragraph 3.16; Section 220500 – Common Work Results for Plumbing, paragraph 3.16; and Section 230500 – Common Work Results for HVAC, paragraph 3.16.
- Q: Drawing MD 101A has numbers (on the left side) 1 through 11 circled with no references. Please clarify.  
A: The numbers circled with no references are the existing building column lines. For a complete grid layout of the existing building, refer to A100.
- Q: Which contract provides the solid surface window sills and aprons?  
A: Solid surface window sills and aprons are not required.
- Q: Which contract provides the smart boards?  
A: Smart boards are provided by the Owner.
- Q: Is patching of the existing masonry walls under the Masonry Contract NGE-03?  
A: Patching of existing masonry walls shall be the responsibility of the Masonry Contractor.
- Q: Summary of Work for Contract NGE-04 states “Provide fiberglass grating”. There is no reference of the fiberglass grating on the contract drawings. Is this required? If so, specifications, details and locations are needed.  
A: Fiberglass grating is not required. The Carpentry and General Work Contractor shall provide diamond plate at the equipment mezzanine. Refer to the Structural Drawings.
- Q: Summary of Work for Contract NGE-04 states “Provide expansion joint system”. There is no reference of any expansion joint system on contract drawings. Is any required? If so, locations, details, etc. are needed.  
A: Expansion joints are not required.
- Q: The Specifications state that mc cable is acceptable for #12 and #10 wire circuits, but the drawing notes on EM101A direct us to run conduit for the circuitry shown for HP and CU units that require #12 and #10 wire. Is it acceptable to feed the heat pumps in type mc cable?  
A: Utilizing an approved wiring method specified under Division 26, Specification Section 260519 Conductors and Cables and/or Specification Section 260533 Raceways and Boxes is acceptable. Drawing notes referencing conduit trade size indicate the minimum conduit trade size for the application noted. Conduit types are defined under Division 26, Specification Section 260533 Raceways and Boxes.
- Q: Who is responsible for providing the variable frequency drives?

- A: Variable frequency drives are specified under Division 23, Specification Section 230600 Heating Ventilating and Air Conditioning Equipment as factory installed equipment. Although it is the Mechanical Contractor's responsibility to provide the variable frequency drives, the Electrical Contractor shall provide power wiring for the variable frequency drives.
- Q: On Drawing E403, panel HEM2 shows circuit #5 and the 3 pole breaker circuits 2, 4 and 6. In the same panel, however, we cannot locate circuits #1, #3, and #7.
- A: Branch circuits "HEM2-1" and "HEM2-3" are existing to remain. Branch circuit "HEM2-5" shall serve classroom luminaires via integral automatic load control relay and corridor luminaires via lighting control panel LCP1A, relay #5. Branch circuit "HEM2-7" shall serve exterior luminaires via lighting control panel, relay #6. Please note panelboard circuit designations in LCP1A shall be revised as follows: (a) relay #5 – "HEM2-5" and (b) relay #6 – "HEM2-7".
- Q: What is the purpose of Drawing E308?
- A: Drawing E308 indicates the new or modified graphic annunciator, which includes the new addition, to serve the school.
- Q: The single line diagram on Drawing E501 shows panel C1A1 feeding panel C1A2. Drawing E403 indicates panel C1A1 has an ampere rating of 175 amps and panel C1A2 has an ampere rating of 225 amps. This appears to be backwards, please explain.
- A: The ampere rating indicated in Panelboard Schedule C1A2 on Drawing E403 corresponds to the panelboard bus rating, given the panelboard shall be equipped with main lugs, i.e. no main circuit breaker.
- Q: Section 260500 – Common Work Results for Electrical, paragraph 3.16 specifies the requirement for providing waterproof electrical roof penetrations. Please confirm that this work, if required, is assigned to the Roofing Contractor, not the Electrical Contractor.
- A: Confirmed.
- Q: Section 260535 – Miscellaneous Raceway Systems, paragraph 3.1 (I) states "provide underground conduit to the property line for utility service entrance." The Drawings do not show this work – is it required?
- A: Section 260535 – Miscellaneous Raceway Systems, paragraph 3.1 (I) shall be deleted from this section. The referenced paragraph is not applicable.
- Q: Refer to Section 260544 – Innerduct. We cannot locate any innerduct on the Drawings. Is innerduct required on this project?
- A: Innerduct shall be provided in a conduit system to provide physical protection to the fiber optic cables routed from the Technology Equipment Room B156 to IDF Room B117A. The specified innerduct in the plenum and riser type is UL Listed.
- Q: Please verify that, in accordance with Section 262200 – Transformers, paragraph 3.5 (C), the Electrical Contractor shall perform up to 48 hours of voltage recordings on the transformers when requested to do so within 12 months of Substantial Completion.
- A: Yes. Voltage readings shall apply to transformers, as defined under Division 26, Section 262200 – Transformers, serving the new classroom addition. Acceptable transformer voltage readings include maximum, minimum and average voltage recordings in fifteen minute increments.
- Q: Please verify that this project does not include lightning protection?
- A: Lightning protection is not specified for this project.
- Q: We believe that the existing metal roof panel is an ATAS product. Section 074113 – Standing Seam Roof Panels lists three acceptable manufacturers; however, ATAS is not one of them. Since the intent is to match the existing roof panel, should ATAS be included in the specifications?
- A: Please refer to an upcoming addendum for the answer to this question.

**ATTACHMENTS**

C-102, C-201, C-601, C-901, C- 902, dated 3/20/14  
Release for use of Digital Media, undated  
Section 004100-Bid Form and Subcontractor Lists  
Section 006216-Insurance with Acord Sample  
Section 011100 Summary of Work  
AIA-A132-2009 Agreement  
AIA A232-2009 General Conditions  
NGE/Bid Construction Schedule  
NGE/Pre-Bid Sign In Sheets  
Town of Georgetown Hydrant Flow Test

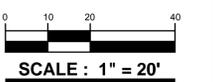
**END OF ADDENDUM NO. 1**



Know what's below.  
Call before you dig.  
SHOWN ON THESE CONSTRUCTION DRAWINGS ARE THOSE UTILITIES WHICH HAVE BEEN IDENTIFIED. IT IS THE RESPONSIBILITY OF THE LANDOWNERS OR OPERATORS AND CONTRACTORS TO ASSURE THEMSELVES NO HAZARD EXISTS OR DAMAGE WILL OCCUR TO UTILITIES.

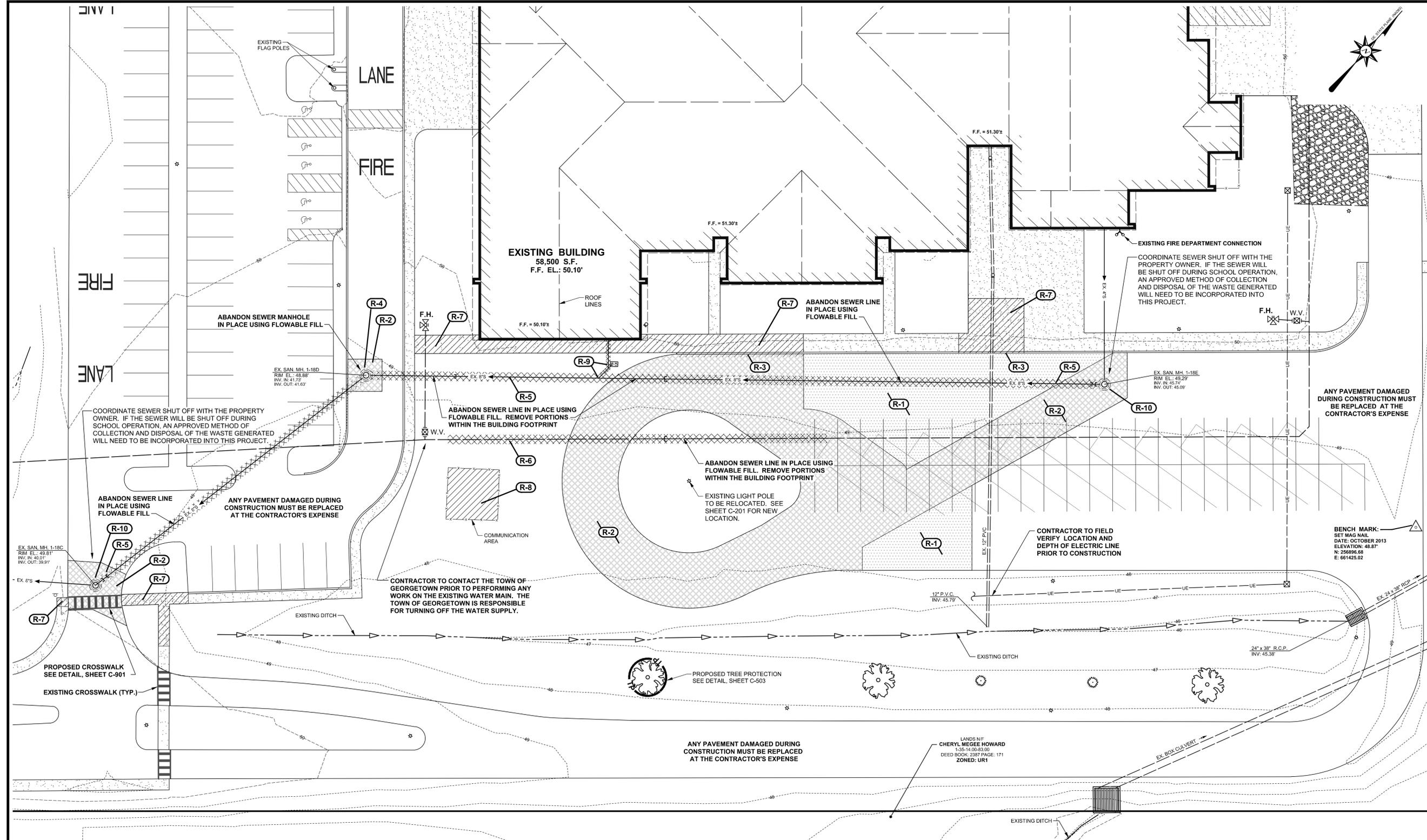
PROJECT TITLE  
**NORTH GEORGETOWN ELEMENTARY SCHOOL / CLASSROOM ADDITION**  
INDIAN RIVER SCHOOL DIST.  
664 NORTH BEDFORD STREET  
TOWN OF GEORGETOWN  
SUSSEX COUNTY, DE

EXISTING CONDITION & DEMOLITION PLAN



ISSUE	DATE	DESCRIPTION
8	3/20/14	REVISED PER TOWN OF GEORGETOWN ENGINEERING COMMENTS
7	3/14/14	ISSUED FOR BID
6	3/5/14	REVISED PER DELDOT COMMENTS
5	2/21/14	REVISED PER DELDOT COMMENTS
4	2/17/14	REVISED PER AGENCY COMMENTS
3	2/8/14	REVISED PER AGENCY COMMENTS
2	1/30/14	REVISED PER DELDOT COMMENTS
1	1/3/14	UPDATED AND REVISED PER DE AAB COMMENTS DATED 12-13-2013

PROJECT NO.: 2013157.00  
DATE: 11/20/13  
SCALE: 1" = 20'  
DRAWN BY: S.T.F. / PROJ. MGR.: G.E.J.  
SHEET  
**C-102**  
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LEGEND			
ITEM	EXISTING	ITEM	EXISTING
CONCRETE CURB & GUTTER		SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION	EX. 10" S
CONCRETE SIDEWALK, SLAB / PAVING		SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION	EX. 10" F.M.
IMPERVIOUS SURFACED ROAD, DRIVE OR LOT		SANITARY SEWER MANHOLE (S.M.H.)	
INDIVIDUAL TREE OR BUSH		SANITARY SEWER CLEANOUT	
WIRE FENCE		WATER MAIN & SIZE	EX. 10" W
CHAINLINK FENCE		FIRE HYDRANT	
STOCKADE FENCE		WATER VALVE (W.V.) OR METER (W.M.)	
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)		STORM DRAIN MANHOLE (S.D.M.H.)	
DRAINAGE DITCH OR SWALE		STORM DRAIN LINE (CMP OR RCP)	
EMBANKMENT SIDESLOPES (DOWN)		CATCH BASIN	
CONTOUR		UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)	
ELEVATION SPOT SHOT		UNDERGROUND ELECTRIC	U.E.
BENCH MARK		UNDERGROUND TELEPHONE	U.T.
PROPERTY OR RIGHT-OF-WAY LINE		UNDERGROUND GAS MAIN	EX. 2" G
CENTERLINE		PAVEMENT	
LIGHT POLE		PAVEMENT MILL AND OVERLAY	
CONSTRUCTION NOTE		PAVEMENT TO BE REMOVED	

**DEMOLITION CONSTRUCTION NOTES**

R-1 ROTOMILL AND OVERLAY EXISTING PAVEMENT. SAWCUT LIMITS OF MILL & OVERLAY (TYP.)

R-2 REMOVE FULL DEPTH PAVEMENT SECTION, INCLUDING ASPHALT AND STONE BASE (TYP.)

R-3 REMOVE EXISTING CURB (TYP.)

R-4 ABANDON EXISTING MANHOLE IN PLACE: REMOVE THE CONE SECTION OF THE MANHOLE. PUMP THE MANHOLE AND ASSOCIATED PIPES WITH FLOWABLE FILL. THE EXCAVATION IS TO REMAIN OPEN UNTIL THE FLOWABLE FILL HAS CURED.

R-5 CUT AND CAP EXISTING SEWER MAIN AT LOCATIONS SHOWN (AS CLOSE TO THE MANHOLE AS POSSIBLE) ONCE NEW SEWER LINE IS FUNCTIONAL. (SEE SHEET C-201 FOR NEW SEWER LAYOUT). ABANDON EXISTING SEWER LINE IN PLACE AND REMOVE PORTIONS OF THE SEWER LINE THAT LIE WITHIN THE PROPOSED BUILDING FOOTPRINT. ABANDONED PORTIONS TO BE CAPPED AND FILLED WITH FLOWABLE FILL. COORDINATE SEWER SHUT OFF WITH THE PROPERTY OWNER. IF THE SEWER WILL SHUT OFF DURING SCHOOL OPERATION, AN APPROVED METHOD OF COLLECTION AND DISPOSAL OF THE WASTE GENERATED FROM THIS PROJECT WILL NEED TO BE INCORPORATED INTO THIS PROJECT.

R-6 ABANDON EXISTING WATER LINE ONCE PROPOSED WATER LINE IS FUNCTIONAL. REMOVE PORTIONS THAT LIE WITHIN THE BUILDING FOOTPRINT. COORDINATE WITH THE OWNER AND LOCAL AGENCIES, INCLUDING THE FIRE MARSHAL.

R-7 REMOVE EXISTING WATER LATERAL AND CLEANOUT. SEWER TO BE RE-ROUTED THROUGH THE BUILDING ADDITION AND TO TIE INTO PROPOSED SEWER LINE. SEE SHEET C-201 FOR NEW SEWER LAYOUT.

R-8 DEMOLISH AND REMOVE EXISTING COMMUNICATIONS SATELLITE DISH. DEMO ANY AND ALL EXISTING COMMUNICATIONS EQUIPMENT ASSOCIATED WITH THIS AREA.

R-9 REMOVE EXISTING SEWER LATERAL AND CLEANOUT. SEWER TO BE RE-ROUTED THROUGH THE BUILDING ADDITION AND TO TIE INTO PROPOSED SEWER LINE. SEE SHEET C-201 FOR NEW SEWER LAYOUT.

R-10 MODIFY THE EXISTING BENCHING IN THE MANHOLE TO ACCOMMODATE THE NEW SEWER MAIN LOCATION. THE NEW BENCHING SHOULD COMPLETELY COVER THE ABANDONED OPENING. COORDINATE SEWER SHUT OFF WITH THE OWNER.



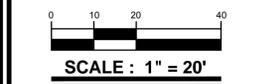
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**SITE & UTILITIES PLAN**



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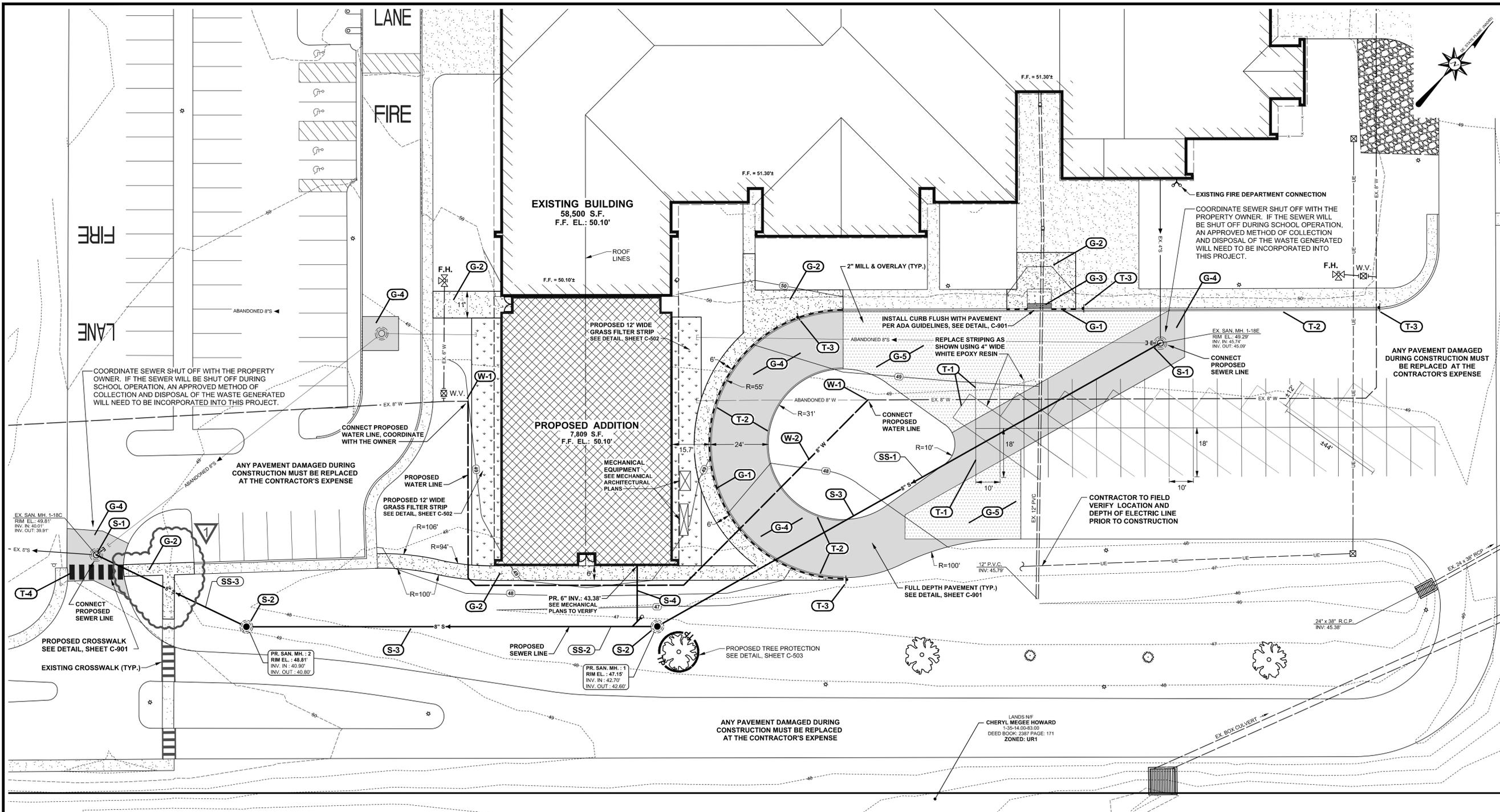
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DRAWN BY: S.T.F. PROJ. MGR.: G.E.J.

SHEET

**C-201**

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**STRIPING & SIGNAGE CONSTRUCTION NOTES**

- T-1 PROPOSED EPOXY PAINTED STRIPING - 4" SOLID WHITE LINE (TYP.) TO REPLACE BUS & CAR STRIPING AS SHOWN ON PLAN.
- T-2 PROPOSED EPOXY PAINTED STRIPING - 4" SOLID YELLOW LINE.
- T-3 INSTALL "FIRE LANE" SIGN PER DETAIL, SHEET C-901.
- T-4 PROPOSED WHITE THERMO "PIANO KEY" CROSSWALK - 24" SOLID WHITE LINES WITH 24" CLEAR SPACING. SEE DETAIL, SHEET C-901.

**DOMESTIC WATER SYSTEM CONSTRUCTION NOTES**

- W-1 CONNECT PROPOSED WATER MAIN TO THE EXISTING WATER MAIN USING APPROPRIATE FITTINGS. ALL FITTINGS ARE TO BE RESTRAINED. ABANDON UNUSED PORTION OF EXISTING MAIN AND CAP MAIN WITH MECHANICAL JOINT CAPS.
- W-2 INSTALL 8" C-900 PVC, DR-18, WATER MAIN.
- NOTE: COORDINATE WATER SHUT OFF WITH THE PROPERTY OWNER, THE FIRE MARSHAL AND THE TOWN OF GEORGETOWN. THE TOWN OF GEORGETOWN IS RESPONSIBLE FOR TURNING OFF THE WATER LINE SERVING THIS PROPERTY.

**SANITARY SEWER CONSTRUCTION NOTES**

- S-1 CORE DRILL EXISTING SANITARY SEWER MANHOLE AND CONNECT PROPOSED 8" SEWER PER SCHEDULE, THIS SHEET. TOWN APPROVED GASKETS ARE TO BE USED IN THE CORED OPENINGS OF THE EXISTING MANHOLES.
- S-2 INSTALL SANITARY SEWER MANHOLE WITH FRAME AND COVER PER THE SCHEDULE, THIS SHEET (TYP.).
- S-3 INSTALL 8" SANITARY SEWER PIPE PER THE SCHEDULE, THIS SHEET (TYP.).
- S-4 INSTALL 8" SANITARY SEWER LATERAL AND CLEANOUT. LATERAL TO BE INSTALLED AT MINIMUM 1.04% SLOPE. SEE MECHANICAL PLANS TO CONFIRM INVERT AT BUILDING. SEE CLEANOUT DETAIL, SHEET C-902.
- NOTE: COORDINATE WATER SHUT OFF WITH THE PROPERTY OWNER. IF THE SEWER WILL BE SHUT OFF DURING SCHOOL OPERATION, AN APPROVED METHOD OF COLLECTION AND DISPOSAL OF THE WASTE GENERATED WILL NEED TO BE INCORPORATED INTO THIS PROJECT.

**GENERAL CONSTRUCTION NOTES**

- G-1 INSTALL 6" P.C.C. CURB - TYPE 1. SEE DETAIL, SHEET C-901.
- G-2 INSTALL CONCRETE SIDEWALK TO THE WIDTH SHOWN. SEE DETAIL, SHEET C-901.
- G-3 CONSTRUCT ADA COMPLIANT HANDICAPPED RAMP (12:1 MAXIMUM SLOPE). SEE DETAIL SHEET C-901.
- G-4 INSTALL FULL DEPTH BITUMINOUS PAVEMENT PER DETAIL, SHEET C-901.
- G-5 ROTOMILL 2" OF EXISTING PAVEMENT. INSTALL 2" TYPE "C" ASPHALT OVERLAY WHEN INSTALLING TOP COAT OF PROPOSED FULL DEPTH PAVEMENT SECTION.

**SANITARY SEWER PIPE SCHEDULE**

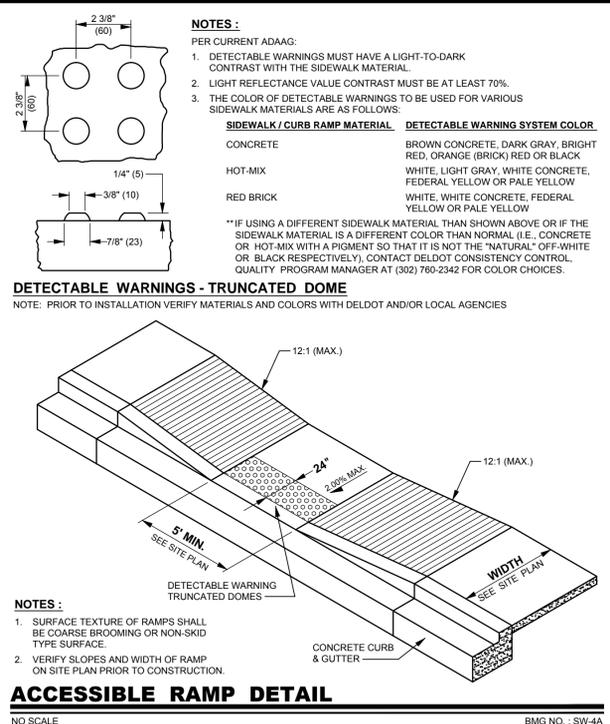
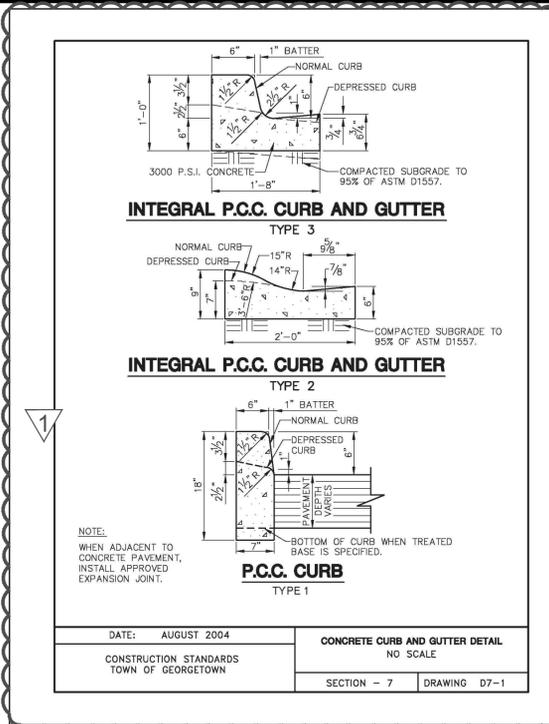
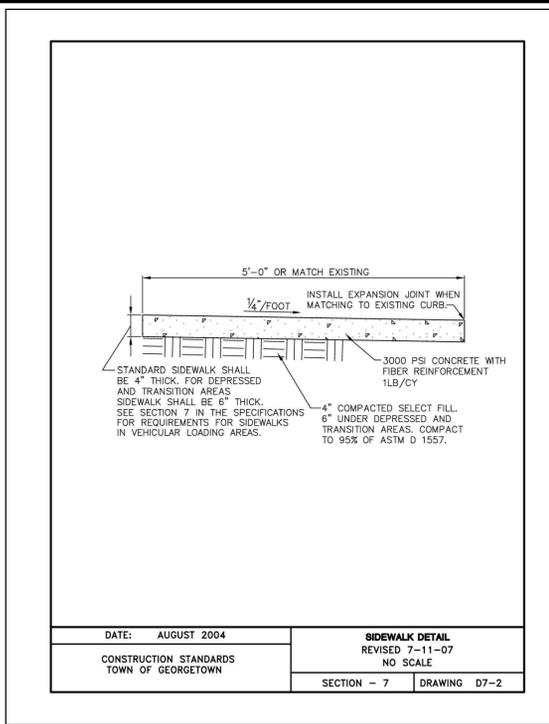
PIPE NO.	SIZE	PIPE TYPE	LENGTH	SLOPE	INV. IN	INV. OUT
SS-1	8"	PVC SDR 35	239'	1.00%	45.09'	42.70'
SS-2	8"	PVC SDR 35	170'	1.00%	42.60'	40.90'
SS-3	8"	PVC SDR 35	69'	1.16%	40.80'	40.00'

**SANITARY SEWER MANHOLE SCHEDULE**

MH NO.	RIM EL.	DIA.	DEPTH	INV. IN	INV. OUT
1	47.15'	48"	4.55'	42.70' (SS-1)	42.60' (SS-2)
2	48.81'	48"	8.01'	40.90' (SS-2)	40.80' (SS-3)

LEGEND			
ITEM	EXISTING	PROPOSED	ITEM
CONCRETE CURB & GUTTER			SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION
CONCRETE SIDEWALK, SLAB / PAVING			SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION
IMPERVIOUS SURFACED ROAD, DRIVE OR LOT			SANITARY SEWER MANHOLE (S.M.H.)
ASPHALT PAVEMENT MILL & OVERLAY			SANITARY SEWER CLEANOUT
INDIVIDUAL TREE OR BUSH	N/A	N/A	WATER MAIN & SIZE
WIRE FENCE	EVERGREEN	DECIDUOUS	FIRE HYDRANT
CHAINLINK FENCE			WATER VALVE (W.V.) OR METER (W.M.)
STOCKADE FENCE			STORM DRAIN MANHOLE (S.D.M.H.)
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)			STORM DRAIN LINE (CMP OR RCP)
DRAINAGE DITCH OR SWALE			CATCH BASIN
EMBANKMENT SLOPES (DOWN)			UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)
CONTOUR	43.55'	25.50' C 25.00' B.C.	UNDERGROUND ELECTRIC
ELEVATION SPOT SHOT			UNDERGROUND TELEPHONE
BENCH MARK			UNDERGROUND GAS MAIN
PROPERTY OR RIGHT-OF-WAY LINE			PAVEMENT TO BE REMOVED
CENTERLINE			
LIGHT POLE			





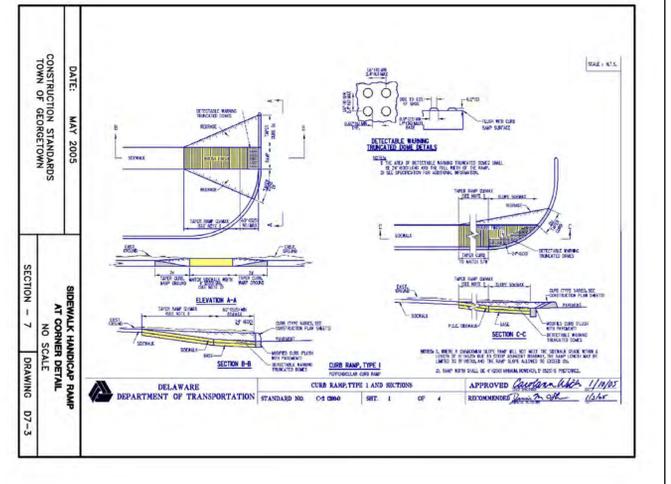
**NOTES:**

PER CURRENT ADAAG:

1. DETECTABLE WARNINGS MUST HAVE A LIGHT-TO-DARK CONTRAST WITH THE SIDEWALK MATERIAL.
2. LIGHT REFLECTANCE VALUE CONTRAST MUST BE AT LEAST 70%.
3. THE COLOR OF DETECTABLE WARNINGS TO BE USED FOR VARIOUS SIDEWALK MATERIALS ARE AS FOLLOWS:

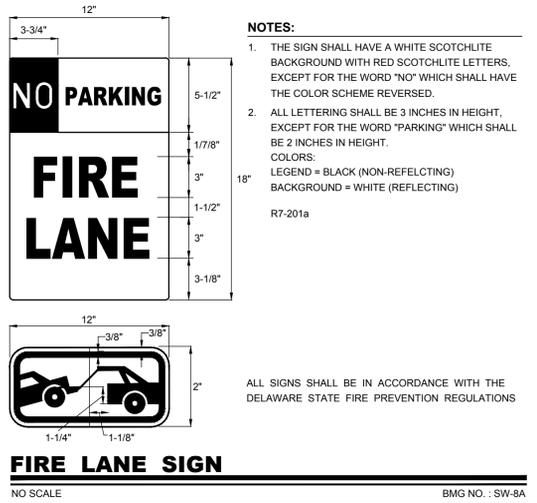
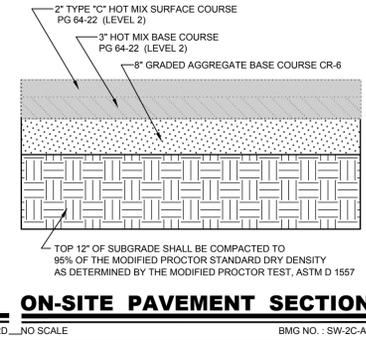
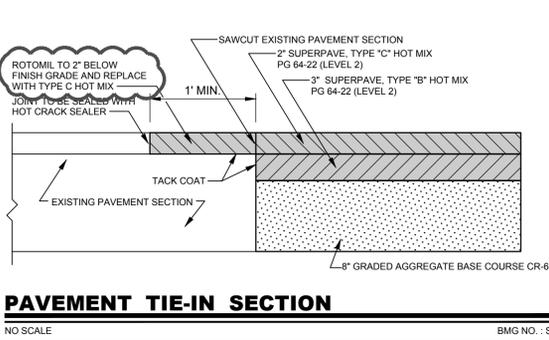
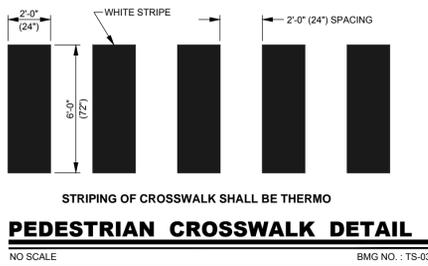
SIDEWALK / CURB RAMP MATERIAL	DETECTABLE WARNING SYSTEM COLOR
CONCRETE	BROWN CONCRETE, DARK GRAY, BRIGHT RED, ORANGE (BRICK) RED OR BLACK
HOT-MIX	WHITE, LIGHT GRAY, WHITE CONCRETE, FEDERAL YELLOW OR PALE YELLOW
RED BRICK	WHITE, WHITE CONCRETE, FEDERAL YELLOW OR PALE YELLOW

\*\* IF USING A DIFFERENT SIDEWALK MATERIAL THAN SHOWN ABOVE OR IF THE SIDEWALK MATERIAL IS A DIFFERENT COLOR THAN NORMAL (I.E., CONCRETE OR HOT-MIX WITH A PIGMENT SO THAT IT IS NOT THE "NATURAL" OFF-WHITE OR BLACK RESPECTIVELY), CONTACT DELDOT CONSISTENCY CONTROL-QUALITY PROGRAM MANAGER AT (302) 760-2342 FOR COLOR CHOICES.



**NOTE:**

CONTRACTOR TO VERIFY THAT ALL STANDARD DELDOT DETAILS SHOWN ARE THE MOST CURRENT. DELDOT RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UTILIZE THE MOST CURRENT VERSION OF THE STANDARDS.



**BECKER MORGAN GROUP**

ARCHITECTURE  
ENGINEERING

**Dover**  
309 S. Governors Ave.  
Dover, DE 19904  
Ph. 302.734.7950  
Fax 302.734.7965

**Salisbury**  
312 West Main St. Suite 300  
Salisbury, MD 21801  
Ph. 410.546.9100  
Fax 410.546.5824

**Wilmington**  
3205 Randall Parkway, Suite 211  
Wilmington, North Carolina 28403  
Ph. 910.341.7600  
Fax 910.341.7506

www.beckermorgan.com

PROJECT TITLE

**NORTH GEORGETOWN ELEMENTARY SCHOOL / CLASSROOM ADDITION**

**INDIAN RIVER SCHOOL DIST.**

664 NORTH BEDFORD STREET  
TOWN OF GEORGETOWN  
SUSSEX COUNTY, DE

SHEET TITLE

**GENERAL CONSTRUCTION DETAILS**

ISSUE	BLOCK	REVISION	PER TOWN OF GEORGETOWN ENGINEERING COMMENTS
8	3/20/14	REVISED PER TOWN OF GEORGETOWN ENGINEERING COMMENTS	
7	3/14/14	ISSUED FOR BID	
6	3/5/14	REVISED PER DELDOT COMMENTS	
5	2/21/14	REVISED PER DELDOT COMMENTS	
4	2/17/14	REVISED PER AGENCY COMMENTS	
3	2/5/14	REVISED PER AGENCY COMMENTS	
2	1/30/14	REVISED PER DELDOT COMMENTS	
1	1/3/14	UPDATED AND REVISED PER DE AAB COMMENTS DATED 12-13-2013	

MARK	DATE	DESCRIPTION
LAYER STATE	C-081	

PROJECT NO.: 2013157.00

DATE: 11/20/13

SCALE: N.T.S.

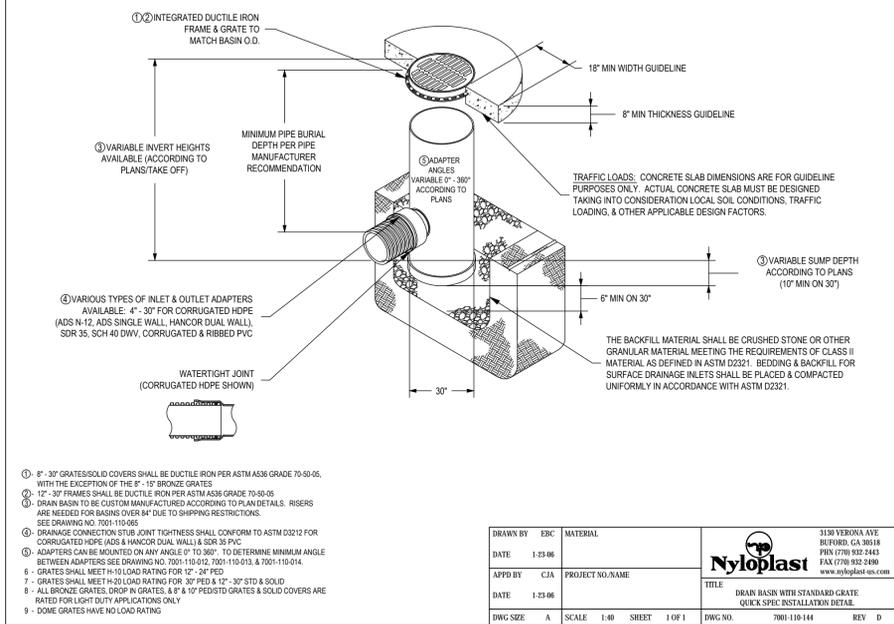
DRAWN BY: M.J.H. | PROJ. MGR.: G.E.J.

SHEET

**C-901**

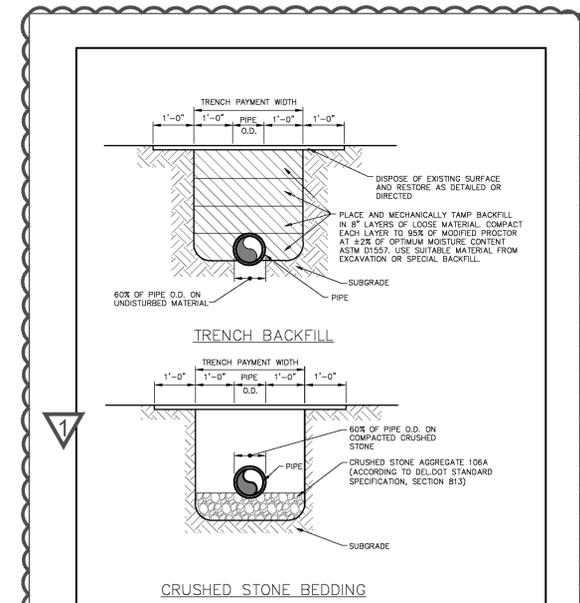
COPYRIGHT 2012

**NYLOPLAST DRAIN BASIN**

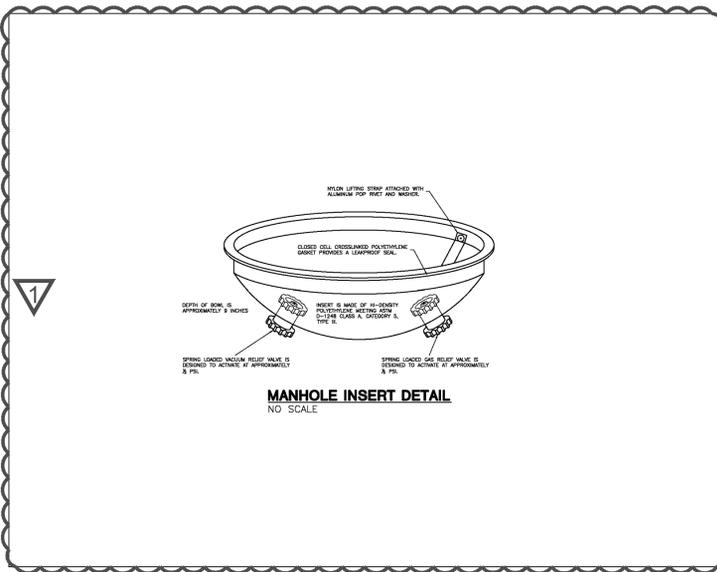


**NYLOPLAST DRAIN BASIN DETAIL**

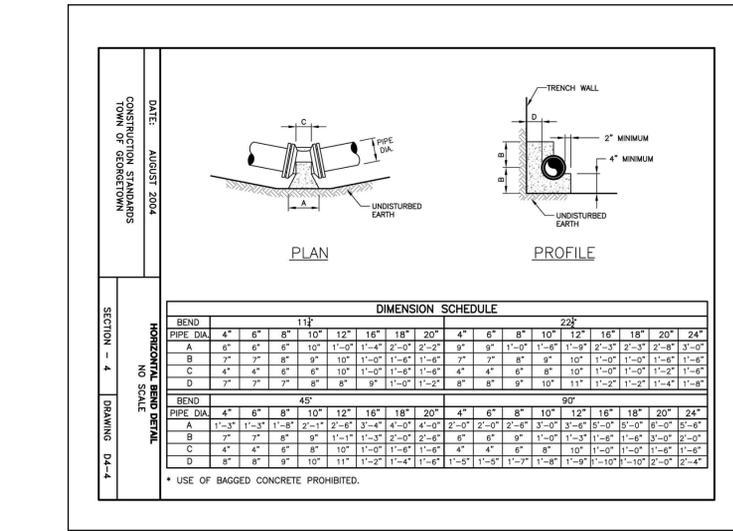
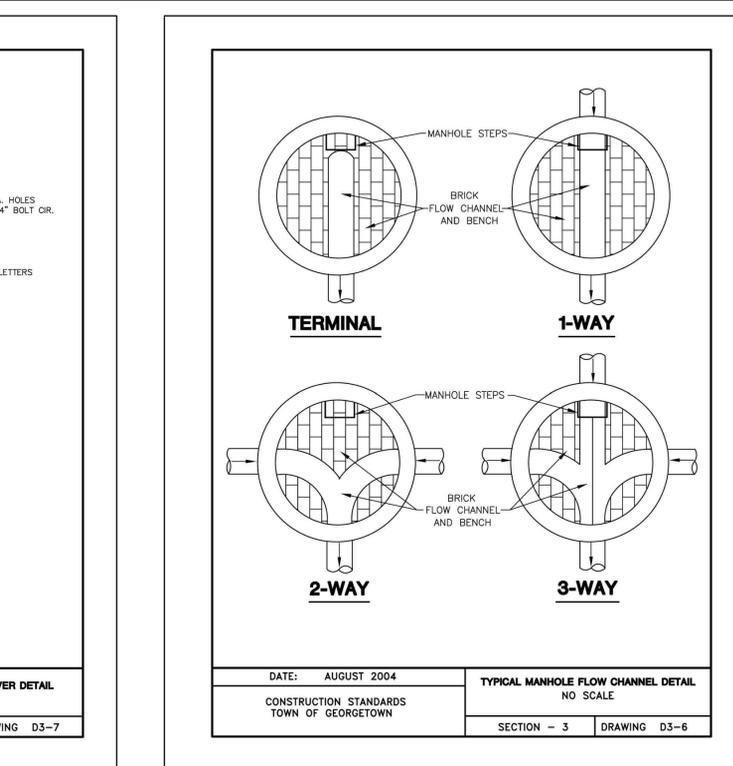
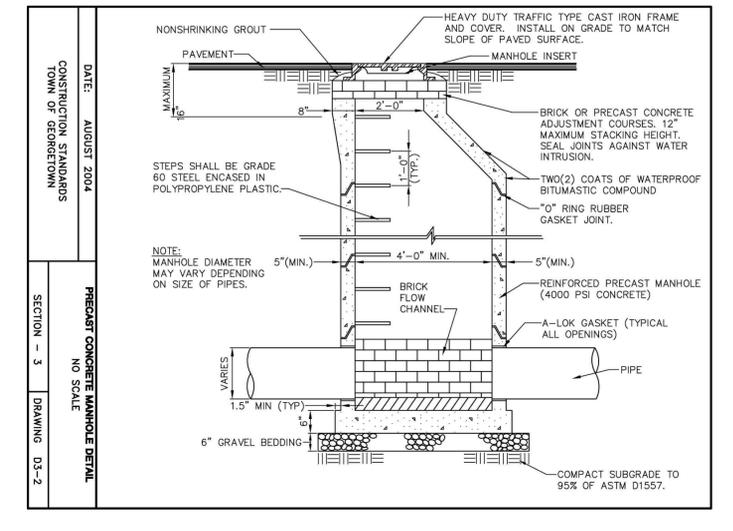
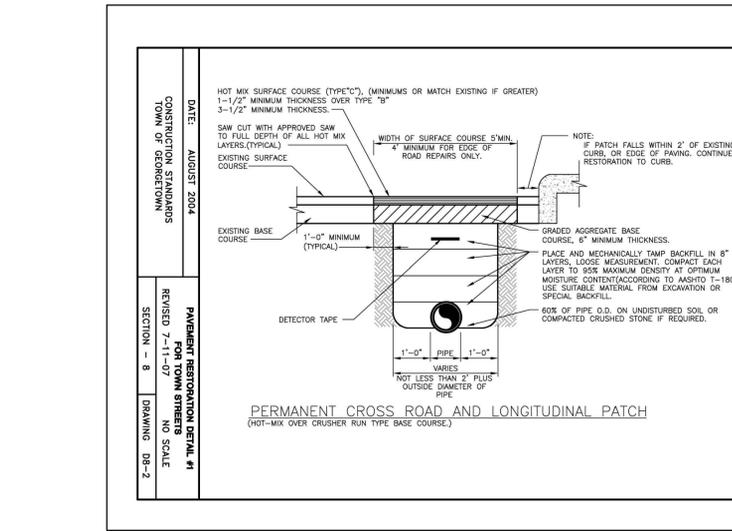
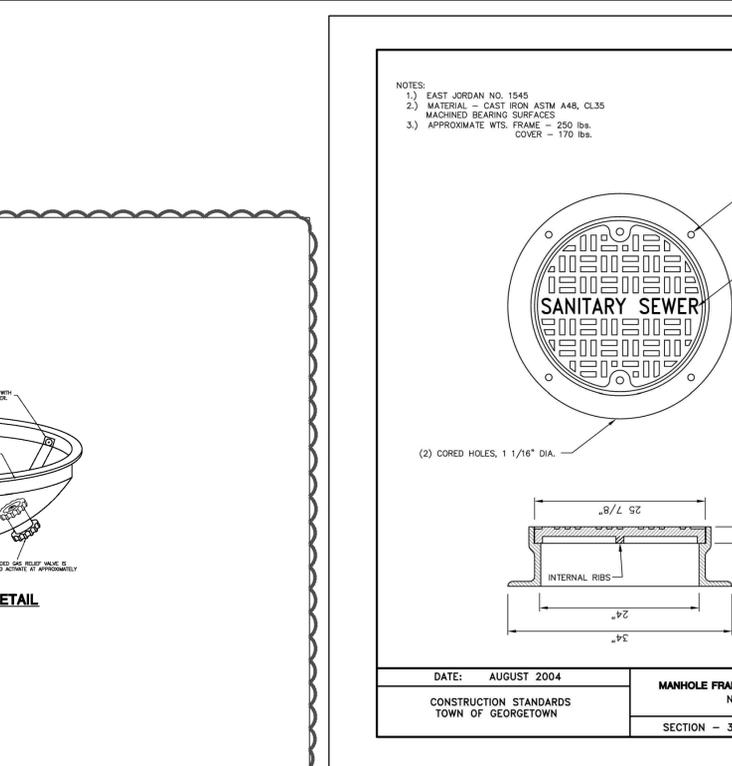
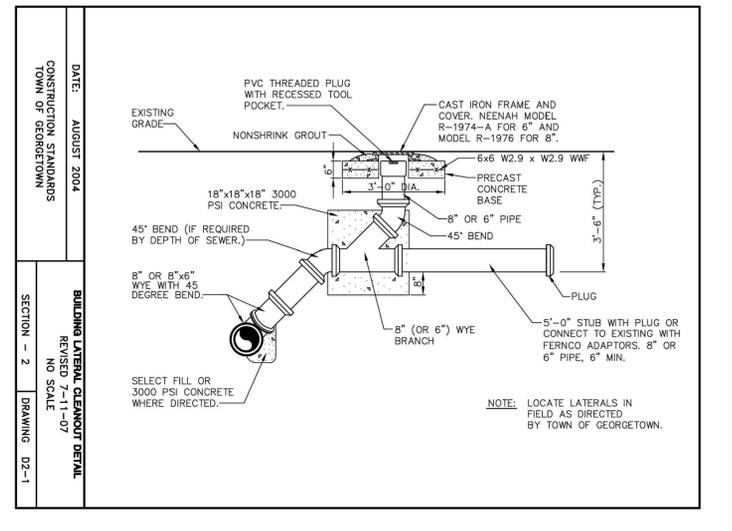
NO SCALE



DATE: AUGUST 2004  
CONSTRUCTION STANDARDS TOWN OF GEORGETOWN  
SECTION - 1  
DRAWING: D1-1



DATE: AUGUST 2004  
CONSTRUCTION STANDARDS TOWN OF GEORGETOWN  
SECTION - 1  
DRAWING: D1-1



PROJECT TITLE  
**NORTH GEORGETOWN ELEMENTARY SCHOOL / CLASSROOM ADDITION**  
INDIAN RIVER SCHOOL DIST.  
664 NORTH BEDFORD STREET  
TOWN OF GEORGETOWN  
SUSSEX COUNTY, DE

SHEET TITLE  
**GENERAL CONSTRUCTION DETAILS**

ISSUE	BLOCK	REVISION
8	3/20/14	REVISED PER TOWN OF GEORGETOWN ENGINEERING COMMENTS
7	3/14/14	ISSUED FOR BID
6	3/5/14	REVISED PER DELDOT COMMENTS
5	2/21/14	REVISED PER DELDOT COMMENTS
4	2/17/14	REVISED PER AGENCY COMMENTS
3	2/5/14	REVISED PER AGENCY COMMENTS
2	1/30/14	REVISED PER DELDOT COMMENTS
1	1/3/14	UPDATED AND REVISED PER DE AAB COMMENTS DATED 12-13-2013

MARK DATE DESCRIPTION  
LAYER STATE: 0-00

PROJECT NO.: 2013157.00  
DATE: 11/20/13  
SCALE: N.T.S.  
DRAWN BY: S.L.G. PROJ. MGR.: G.E.J.  
SHEET  
**C-902**  
COPYRIGHT 2012



ARCHITECTURE  
PLANNING

Date: \_\_\_\_\_

**Project Name:** North Georgetown Elementary Classroom Addition  
**Project Location:** Georgetown, Delaware  
**Project Number:** 2013157.00

## **Release for use of Digital Media**

Revised to include Building Information Modeling

Pursuant to your request, the Digital Media being provided is forwarded in accordance with the following terms.

### Definitions:

- a. The Work: the instrument of professional services of the Firm including but not limited to the design drawings, sketches, renderings, photographs, models, specifications.
- b. Digital Media: the electronic, electromagnetic and/or optical storage media, (i.e. physical media) on which the Work is stored.
- c. Digital Information: the information stored on Digital Media or sent via an electronic exchange method (email and FTP) known as the Work of the contracted design professional, Becker Morgan Group, Inc. and their consultants, herein after referred to as the Firm.
- d. Digital Documents: the collective Digital Information that constitutes equivalent physical documents or Work of the Firm. Digital Documents may include one or more electronic files produced by Computer Aided Design (CAD) software applications.

### Terms:

1. In accepting and utilizing Digital Information on any form of Digital Media generated and provided by the Firm, the Recipient covenants and agrees that all such Digital Information are instruments of service of the Firm prepared solely for use in connection with the single project for which they were prepared, who shall be deemed the author of the Digital Information, and shall retain all common law, statutory law and other rights, including copyrights.
2. The Digital Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Digital Documents do not replace or supplement the printed copies of the Drawings and Specifications that are, and remain, the Contract Documents for the Project.
3. The Digital Information is provided only as a design record prior to construction and for reference to the Recipient. The information in no way shall be used for "as-built" or record purposes.
4. The Recipient agrees not to use this Digital Information, in whole or in part for any purpose or project other than the specific project for which the Recipient and the Firm have a prior Professional Services Agreement. It is further understood and agreed that only printed copies of the Instruments of Services shall be signed and sealed by Architect or its sub-consultants in accordance with the laws of the state in which the project is built.
5. The Work cannot be distributed, altered, reused, sold, leased, printed, plotted, or duplicated without the expressed written consent of the Firm.

6. For Shop Drawings - Where the Recipient has received specific permission to use the Digital Documents in connection with Recipient's obligation to prepare certain documents for the Project, Recipient shall, in addition to the other obligations set forth herein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Digital Documents used by Recipient. It is understood and agreed that the Digital Documents are not to be used by any contractor or any of its subcontractors of any tier or any material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Digital Documents as backgrounds upon which to prepare its shop drawing or other submittal when it is specifically permitted in technical section of project specification. When these digital documents are used as backgrounds in the preparation of shop drawings or other submittals, the Recipient agrees to confirm the accuracy of the digital documents before using them, Recipient agrees to accept all responsibility for any errors or inaccuracies and to release the Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
7. Under no circumstances shall transfer of the Digital Information for use by the Recipient be deemed a sale by the Firm. The parties agree that the Digital Documents are not, nor shall they be construed to be, a product. The Firm makes no warranties, either express or implied, of the Digital Media or the Digital Information as to merchantability or fitness for any particular purpose the Recipient may need.
8. The Digital Information submitted by the Firm to the Recipient is submitted for an acceptance period of sixty days. Any defects the Recipient discovers during this period shall be reported to the Firm and may be corrected as part of the Firm's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.
9. The Digital Information is not guaranteed as to accuracy and completeness of all dimensions and details. Information contained in the signed and sealed printed documents should be deemed to be correct and superior to digital information.
10. The Digital Information is not guaranteed as to compatibility, in so far as incompatibilities may be present now or in the future with the Recipient's computers, storage devices, software, and output systems.
11. The Digital Media on which the Digital Information is provided cannot be guaranteed as to its durability, completeness or usability, in so far as instabilities may be present in the Digital Media, and in the transferring, archiving, recording or translating systems now and in the future. The Firm is not liable in any way for the perpetuation of this Digital Information on released digital media or on digital media retained by the Firm for its archives. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
12. Provision of the Information to the Recipient in no way limits the Firm to the further use of the Digital Information for the Firm's benefit.
13. Recipient agrees to waive any and all claims and liability against Architect and its sub-consultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Digital Format. The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Firm harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the Digital Information without the prior written consent of the Firm. Recipient further agrees to indemnify and save harmless the Owner, Architect and its sub-consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement for the Delivery of Documents in Digital Format; or 2) a defect, error or omission in the Digital Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

The Recipient agrees to a \$200 charge per each of the following drawing sheets listed below, created within a CAD digital file, payable to this office prior to release of any Digital Information. NOTE: All sheets are available for release.

List Requested Drawing Sheets:

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The Recipient agrees to a \$500 charge per each of the following groups of CAD digital files checked below, payable to this office prior to release of any Digital Information. NOTE: Only those file groups listed below are available for release.

Check Requested Files:

- Structural Revit Model
- Architectural Revit Model
- P101-series, P102A
- M101-series, M102A
- EL101-series, EP101-series

Please sign and return one copy of any release forms required by Consultants.

Please sign below and return one copy of this form with a check for the total payment made out to Becker Morgan Group.

*Recipient sign here>*

Accepted - signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title – printed \_\_\_\_\_

Company \_\_\_\_\_

BMG Principal - signature \_\_\_\_\_ Date \_\_\_\_\_

BMG Principal – printed \_\_\_\_\_

Prepared by – printed \_\_\_\_\_

201315700\_release-elecmediaCAD.docx

Indian River School District  
Referendum 2013  
North Georgetown Elementary School

---

Contract # & Description:

BID FORM

For Bids Due: \_\_\_\_\_ To: Indian River School District  
31 Hosier Street  
Selbyville, De 19975

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

ALTERNATES

A. Alternate No. 1: Resilient Quartz Tile Flooring.

1. Base Bid: Provide VCT as specified in Section 096519 "Resilient Tile Flooring."
2. Alternate: In lieu of base bid, provide Resilient Quartz Tile flooring (RQT) as specified below.
  - a. Products: Provide resilient quartz tile flooring by one of the following.
    - 1) Altro.
    - 2) Rikett.
    - 3) Upofloor.
  - b. Size: 12"x12"
  - c. Color: As selected from manufacturer's full range of solid and patterned colors.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

Indian River School District  
Referendum 2013  
North Georgetown Elementary School

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B. Alternate No. 2: Commissioning.

1. Base Bid: Do not provide Commissioning as outlined in Contract Specifications.
2. Alternate: Provide Commissioning as outlined in Contract Specifications.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

C. Alternate No. 3: Replace ACT Ceilings.

1. Base Bid: Remove, protect, store, and reinstall existing ACT tile and grid, as required to install tie-in and extension of building services.
2. Alternate: In lieu of base bid, remove and replace existing ACT tile and grid, as required to install tie-in and extension of building services. Provide temporary supports of ceiling-mounted equipment, as required until new ceilings are installed, and remove and reinstall items where temporary supports are not feasible.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

D. Alternate No. 4: HVAC Equipment Manufacturer (Mechanical).

1. Base Bid: Include any listed manufacturer.
2. Alternate: State in the Bid Proposal Form the amount to be added (if any) to the Base Bid amount for providing the VRV system as manufactured by LG.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

E. Alternate No. 5: DelDOT Work.

1. Base Bid: Do not provide work associated with the North Bedford Street improvements as shown on Sheets C601, C602 and C603.
2. Alternate: State in the Bid Proposal Form the amount to be added to the Base Bid amount to provide work associated with the North Bedford Street improvements as shown on Sheets C601, C602 and C603.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT PRICES

N/A

**Indian River School District  
Referendum 2013  
North Georgetown Elementary School**

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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 sixty (60) 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.

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.

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: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

- ATTACHMENTS
- Sub-Contractor List
  - Non-Collusion Statement
  - Bid Bond
  - Consent of Surety

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
	_____	_____

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

All the terms and conditions of Contract NGE-01: Sitework have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

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

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE PRESENCE OF

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate Seal	By: _____ Authorized Signature
Attest _____	_____
	Title
	_____
	Name of Surety
Witness _____	_____
	_____
	Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: *Indian River School District*  
*31 Hosier Street*  
*Selbyville, De 19975*

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

\_\_\_\_\_  
a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

END OF SECTION

SUBCONTRACTOR LIST FOR CONTRACT NGE-01 SITEWORK

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Sitework	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-02 CONCRETE

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Concrete	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-03 MASONRY

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1.Masonry	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-04 CARPENTRY & GENERAL WORK

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Carpentry	_____	_____
2. Metal Stud & Drywall	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-05 ROOFING

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1.Roofing	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-06 GLASS AND GLAZING

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1.Glass and Glazing	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-07 ACOUSTICAL CEILINGS

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Acoustical Ceilings	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-08 FLOORING

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Flooring	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-09 PAINTING

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Painting	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-10 INSTITUTIONAL CASEWORK

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Institutional Casework	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-11 FIRE PROTECTION

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Fire Protection	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-12 MECHANICAL

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Mechanical	_____	_____
2. ATC	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-13 ELECTRICAL

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1. Electrical	_____	_____

SUBCONTRACTOR LIST FOR CONTRACT NGE-14 COMMUNICATIONS

In accordance with Title 29, Chapter 6962 (d)(10)b 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 &amp; State)</u>
1.Communications	_____	_____

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SECTION 006216 – CERTIFICATE OF INSURANCE

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

GENERAL NOTES

1. Other Insurance

1.1 Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.

2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:

1. Name and Address of Insured (Contractor).
2. Description of Operations/Locations -

3. Added Insured – Indian River School District and EDiS Company.

4. Certificate Holder – Indian River School District

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

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

END OF SECTION

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER PRODUCER INSURANCE AGENCY PO BOX PRODUCER STREET ADDRESS PRODUCER CITY, ST PROD ZIP	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE
INSURER D  SAMPLE SUBCONTRACTOR CERTIFICATE (REQUIRED MINIMUM INSURANCE)	INSURER A: XXXXXX INSURER B: XXXXXX INSURER C: XXXXXX INSURER D: INSURER E:

## COVERAGES

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

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

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**Project: North Georgetown Elementary School - Indian River School District and EDiS Company shall be named as Additional Insureds for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.**

CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

Indian River School District 31 Hosier Street Selbyville, DE 19975	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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SECTION 101100 - 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 separate prime contracts managed by the Construction Manager.

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 Construction Manager 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.

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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 for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.

6.2 Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. 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 The Construction Manager will provide on site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.

6.4 A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the clean up of their work.

6.5 Contractors are reminded that there are limited storage areas available on site. Off site storage will be the responsibility of each individual Contractor.

6.6 Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.

6.7 Contractor will be prepared to discuss and 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

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- Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.
- 6.8 All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
- 6.9 Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
- 6.10 Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- 6.11 Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
- 6.12 Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- 6.13 The Construction Manager will provide testing services for soil, concrete, masonry and cold-formed steel framing and trusses. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 014500 - QUALITY CONTROL.
- 6.14 Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- 6.15 Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- 6.16 Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.
- 6.17 Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval on AIA G702/CMA, Application for Payment and G703, Continuation Sheet.
- 6.18 Contractor is expected to review and coordinate its Work with the complete set of

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Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.

- 6.19 Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- 6.20 Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- 6.21 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.
- 6.22 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.
- 6.23 Daily clean up of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.
- 6.24 In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
- 6.25 This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
- 6.26 Existing mechanical, electrical, plumbing, sprinkler, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in's and modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-start up of all systems should be performed by the Owner.
- 6.27 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

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standards.

- 6.28 Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- 6.29 Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- 6.30 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, Construction Manager 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.
- 6.31 Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.
- 6.32 Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

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CONTRACT NO. NGE-01 - SITEWORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 31	Earthwork
Division 32	Exterior Improvements
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide sitework, storm, sanitary and water utilities, paving, curbs, walks and topsoil/seedling.
- Furnish, install, maintain and remove sediment control system including sediment control plan. Maintain sediment control until substantial completion established by DNREC.
- Clearing, grubbing and removal of trees, roots and stumps.
- Site demolition as shown on the Drawings.
- Topsoil stripping and stockpiling on site.
- Contractors should carefully review the soil borings as they relate to the extent of rubble to be removed and other man made obstructions. Saw cutting and removal of sidewalks, curbs, etc. in the performance of work is this Contractor's responsibility.
- Rough grading for area defined on site drawings for building, lawn areas, bituminous roads, parking and walkways. Preparation of subgrade for building slabs, walks and pavements.
- Furnish, install and maintain select fill under slab.
- Provide a certified construction reviewer (CCR) to perform inspections and provide written reports; signed and sealed by a professional engineer.
- Provide all DeIDOT permits related to work for this project.
- Remove/relocate utilities including, but not limited to water, sanitary, and storm.
- Furnish, install, maintain and remove temporary site fencing, temporary walks as shown

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on the site plan.

- Proof rolling of limit of excavation.
- All utilities shall be brought to within +/- 5 feet of the building line by this Contractor. The connection and all utilities from +/- 5 feet and into the building shall be by others.
- Backfilling as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with Del Dot standard specifications.
- It is the intent to use on site material and not imported fill. The use of this onsite material shall conform with the compaction requirements as specified on Civil drawings and in Specification Section 312000. If the on site material does not meet those requirements or if there is insufficient on site material available, this contractor shall import at no additional expense to the project sufficient material to complete the work.
- Provide perimeter protection of all excavated areas until suitably backfilled.
- Provide and maintain stabilized site entrance.
- Provide street cleaning of mud, etc. on a daily basis.
- Include all costs for temporary barricades, arrows, pedestrian protection, flagmen, etc. required to complete the work.
- Base bid shall include all standard dewatering measures; utilizing trenches, crocks, stone and portable pumping measures. This contractor to provide these measures as required to perform their work. Well pointing if necessary will be handled as a negotiated cost by the Owner.
- This Contractor shall provide and maintain all temporary access roads as detailed in Contract Documents, until completion of project.
- Chain link fences and gates.
- Pavement markings.
- Exterior signage.
- The Concrete Contractor shall furnish, install and maintain stone fill under slab. The Sitework Contractor shall leave the building pad site at subgrade to within +/- 1/4" in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.

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- Daily clean up.

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CONTRACT NO. NGE-02 - CONCRETE

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 072100	Thermal Insulation
Division 31	Earthwork

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide concrete foundations, slabs on grade and all reinforcing steel.
- This Contractor will be responsible for laying out all concrete work as shown on the structural and architectural drawings.
- This Contractor to furnish and install reinforcing steel, admixtures, curing compound, sealers as required in the Contract Documents.
- Perimeter insulation at foundation walls.
- Underslab vapor barrier, insulation, reglets, waterstops, control and construction joints (including required caulking at control and construction joints).
- Placement of related items furnished under other specification sections.
- All blockouts and embedments required by plans and specifications.
- This Contractor to furnish and install all sleeves for incoming utilities at the perimeter walls.
- Include all weather protection and water pumping as required. This Contractor is also responsible for any special procedures to ensure proper concrete mixing, placing, finishing, protection and curing during hot weather.
- Coordinate the "Notch" in the concrete slabs to allow for a future Contractor to easily install expansion joint details.
- ~~Provide dewatering after acceptance from Sitework Contractor until re-acceptance by the Sitework Contractor.~~ *Dewatering of work areas.*

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- Provide and maintain perimeter fall protection at excavated areas per OSHA standards.
- Equipment bases and foundations shall be the responsibility of the Contractor providing the equipment.
- Asphalt concrete paving and Portland cement concrete paving, sidewalks and curbs shall be provided by others.
- All concrete testing will be completed by the Construction Manager, however, it will be the responsibility of this Contractor to furnish all samples.
- Provide specified sloping for floor drains as detailed (Drains to be furnished by Mechanical Contractor.)
- This Contractor shall provide written documentation that all concrete slabs are within the tolerance required by the contract documents. Testing and analysis to be paid for by this Contractor.
- Provide excavation and backfill for concrete foundations, concrete footings, wall footings, foundation walls and reinforcing steel for above.
- Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
- Provide off site disposal of all unsuitable excavated materials.
- The Concrete Contractor shall furnish, install and maintain stone fill under slab. The Sitework Contractor shall leave the building pad site at subgrade to within +/- 1/4" in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.
- Daily clean up.

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CONTRACT NO. NGE-03 - MASONRY

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 042000	Unit Masonry
Section 047200	Cast Stone Masonry
Section 072100	Thermal Insulation
Section 072110	Insulating Air Barrier System
Section 079200	Joint Sealants

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide masonry units, reinforcing, accessories and related work.
- Caulking of masonry to masonry and to dissimilar materials.
- Integral masonry flashings, expansion joints, insulation and other related items as required.
- Mock up as required.
- Grouting of door frames at masonry openings.
- Weather protection as required to perform the work and maintain the project schedule.
- Scaffolding as required to complete the work.
- Dewatering of work areas.
- Layout of the work including responsibility for all elevations and dimensions as they affect other Contractor's work.
- Lintels either required by this Contract or install loose lintels furnished by others.
- Fill at hollow concrete masonry units.
- Setting of reinforcing steel in block walls.
- Cast stone work.

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- Temporary protection for final wash down/cleaning of masonry.
- Flashing Summary:  

Thru wall and cavity flashing below the roof line shall be by the Masonry Contractor.  
Thru wall and cavity flashing above the roof line shall be by the Roofing Contractor.
- Cutting, fitting and building into masonry work, embedments provided by others.
- Provide all firesafing and fire caulking as required. Work related to masonry work.
- Bond beams including reinforcing and fill.
- Furnish and install all masonry veneer anchors where required.
- Spray polyurethane foam building insulation and air/vapor barrier system.
- The Masonry Contractor will be responsible for masonry debris disposal off-site.
- Daily clean up.
- *Site inspections related to the spray insulation air/vapor barrier system. Submit inspection reports required by the Specifications.*
- *Provide specified warranties.*
- *All warranties begin at overall project substantial completion.*

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CONTRACT NO. NGE-04 - CARPENTRY AND GENERAL WORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 2	Existing Conditions
Division 5	Metals
Division 6	Wood, Plastics, and Composites
Section 072100	Thermal Insulation
Section 079500	Expansion Control
Section 081113	Hollow Metal Doors and Frames
Section 081416	Flush Wood Doors
Section 087100	Door Hardware
Section 089000	Louvers and Vents
Section 092216	Non-Structural Metal Framing
Section 092900	Gypsum Board
Division 10	Specialties
Section 122113	Horizontal Louver Blinds

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide labor and materials to perform the work related to all carpentry and general work.
- Provide and maintain temporary dustproof partitions as shown on the Drawings. Remove all temporary partitions at the conclusion of the project or earlier, as directed by the Construction Manager.
- Provide all labor, material, trucking, equipment, hoisting, scaffolding, power, temporary facilities, permit fees, supervision, layout, clean up, etc. for the complete performance of all demolition work.
- This Contractor shall cut, cap, remove and properly dispose of fire protection, mechanical and electrical items scheduled to be removed as part of the Work. Safe-off of fire protection, mechanical and electrical items to be removed will be done by others.
- Provide structural steel and metal roof decking.
- Provide cold-formed metal trusses and framing.
- Provide engineered shop drawings for cold-formed metal trusses and framing.

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- Provide loose lintels, handrails, railings, steel ladders and accessories.
- ~~Provide fiberglass grating.~~
- Furnish loose steel lintels, angles, plates and embedded items to the Concrete and Masonry contractors.
- Miscellaneous rough hardware, iron shapes, framing and support angles.
- Galvanizing, as required.
- Field touch-up paint.
- No electrical power for welders will be provided.
- All rough carpentry related to the exterior skin of the building including wood nailers and blocking and exterior sheathing.
- All rough carpentry related to the interior of the building including blocking, wood nailers, etc. for the installation of fire extinguishers, doors, windows, toilet accessories, cabinets, toilet partitions, casework, millwork, etc. including fire treating, as required.
- Provide hollow metal doors, frames, finish hardware, and wood doors.
- Keying. All lock sets. Provide Owner with copy of pin schedule.
- Construction cylinders.
- All field trimming required to adjust to existing conditions.
- Louvers and vents
- Provide metal studs, insulation, gypsum wallboard, taping, and spackling.
- Thermal and acoustical batt insulation as required.
- Include fire taping and sealing as shown on the Drawings.
- ~~Provide expansion joint systems, including joint covers, at drywall and masonry construction. Roof expansion joint systems will be provided by the Roofing Contractor.~~
- Scaffolding and lifts for this work.
- Comebacks and out-of-sequence work may be required and as such should be included.

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- Include all necessary field measurements.
- Provide all metal framing as indicated for back up of other materials.
- Provide metal furring.
- Marker boards, tack boards, and visual display rails.
- Interior signage.
- Fire extinguishers, cabinets and accessories.
- Toilet and bath accessories.
- Window treatments.
- Mirrors.
- Anchoring devices, fasteners, inserts and other related items associated with the installation of the above items.
- This Contractor shall include in the base bid 80 hours of Journeyman carpenter time and 80 hours of common labor time for work to be directed by the Construction Manager.
- This Subcontractor shall at a minimum provide and maintain for the length of the project, one temporary fire extinguisher for each 3,000 sq. ft of the protected building area. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.
- Furnish hold open closers with fire alarm interface: Power wiring by Electrical Contractor. Fire alarm ties in by Electrical Contractor.
- Daily clean up.
- *Diamond plate flooring at the mezzanine platform.*

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CONTRACT NO. NGE-05 - ROOFING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 074113	Standing Seam Roof Panels
Section 076200	Sheet Metal Flashing and Trim
Section 077200	Roof Accessories
Section 077253	Snow Guards

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide a complete standing seam metal roofing assembly, including metal roof panels, underlayment, cover board and rigid insulation.
- Caulking related to roofing, flashing and roof accessories.
- Metal drip edges.
- Metal soffit.
- Roof curbs.
- Provide expansion joints that are integral to the roof.
- Provide permanent patching of existing roofing systems at areas of demolition and building tie-in. All patching shall conform to original warranty requirements and documents.
- Gutters, downspouts and splash blocks.
- Metal fascia.
- Wood blocking shall be provided by others.
- Provide specified warranties.
- Flashing and sheet metal.

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- Flashing Summary:  
  
Thru wall and cavity flashing below the roof line shall be by the Masonry Contractor.  
Thru wall and cavity flashing above the roof line shall be by the Roofing Contractor.
- Daily clean up.
- *Manufacturer's field service and inspections related to the metal roof panel assembly. Submit inspection reports required by the Specifications.*
- *All warranties begin at overall project substantial completion.*

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CONTRACT NO. NGE-06 – GLASS AND GLAZING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealers
Section 084113	Aluminum-Framed Entrances and Storefronts
Section 087100	Door Hardware
Section 088000	Glazing

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide aluminum framed entrances and storefronts.
- Provide manual aluminum door systems and handling.
- Finish hardware for aluminum doors only.
- All glass and glazing at exterior of building.
- Caulking related to the storefront system.
- Mock-ups as required by the Drawings and Specifications.
- Custom breakmetal trim and infill.
- Hoisting/scaffolding related to the work of this Contract.
- Field verify all rough openings.
- Caulk between the materials supplied under this section and the adjacent surfaces.
- Provide interior glass and glazing systems.
- Interior door and window glass.
- Provide specified warranties.
- Caulking related to interior glazing.
- Do not provide interior hollow metal frames. These items will be provided by others.

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- Coordinate glass types with partition and door fire ratings. Contact Construction Manager with any discrepancies.
- Daily clean up.
- *Perform water spray test and submit inspection reports required by the Specifications.*
- *All warranties begin at overall project substantial completion.*

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CONTRACT NO. NGE-07 - ACOUSTICAL CEILINGS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079500	Expansion Control
Section 095113	Acoustical Panel Ceilings

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide acoustical panel ceilings, suspension system and hangers.
- Supplemental suspension hangers at large ducts above ceilings and at openings for lighting fixtures.
- Ceiling expansion joints.
- Reflected ceiling layout.
- This Contractor shall cut openings in ceilings for sprinkler heads, lights, mechanical diffusers and grilles, etc.
- Attic stock.
- Daily clean up.

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CONTRACT NO. NGE-08 - FLOORING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 093000	Tiling
Section 096513	Resilient Base and Accessories
Section 096519	Resilient Tile Flooring

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide flooring in accordance with the finish schedule and specifications.
- Prepare subfloor for finished flooring including leveling and patching.
- Resilient flooring.
- Resilient base.
- Resilient transition and reducer strips at edges of resilient flooring.
- Cleaning and protection.
- Attic stock.
- Provide cutting and fitting around work of others.
- Daily clean up.
- *Ceramic tile.*
- *Mortar.*
- *Grout.*

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CONTRACT NO. NGE-09 - PAINTING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealants
Section 099113	Exterior Painting
Section 099123	Interior Painting
Section 099600	High Performance Coatings
Division 21	Fire Protection
Division 22	Plumbing

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide all interior and exterior painting as indicated on the drawings and finish schedule.
- Sealing all interior joints between dissimilar materials that require sealants.
- Paint exposed piping and ductwork (sprinkler, plumbing, electrical) in accordance with the Drawings and Specifications.
- Provide supplementary ventilation as required in enclosed spaces.
- Paint and caulk all hollow metal frames and doors as shown on the door schedule.
- Prefinished items will not be painted by this Contractor.
- Protection of adjacent surfaces.
- Minor patching prior to application of finishes.
- Daily clean up.
- This Contractor to allow 40 man hours and all required paint materials for these man hours to be used as directed by the Construction Manager.
- Attic stock.
- Final coat of paint is to be installed after ceilings are installed, if directed by Construction

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Manager.

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CONTRACT NO. NGE-10 - INSTITUTIONAL CASEWORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials, and equipment for:

- Technical Specification sections:

Division 0      Bidding and Contract Requirements  
Division 1      General Requirements  
Section 123200 Institutional Casework

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide all cabinets, countertops, shelving, etc., listed in the casework schedule included in specifications and shown on the drawings. All work shall be pre-cut to receive items furnished by this contractor but installed by others.
- Provide all cutouts.
- Coordinate casework listed in specifications and drawings. Provide all items required by both.
- All countertops, cabinets and casework shall be field cut to size and shall have end panels.
- Provide grommets for cable pass thrus.
- Any items furnished as part of this Scope of Work that require mechanical or electrical rough ins or services that are different from those shown on the Contract Drawings shall be ~~so noted at the time of bid~~ **brought to the attention of the Construction Manager during the bidding period.** Failure to do so shall make this Contractor liable for costs of any changes required by same.
- Provide all caulking and sealants for proper installation and in accordance with public health regulation.
- Daily clean up.

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CONTRACT NO. NGE-11 - FIRE PROTECTION

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 21	Fire Protection
Division 26	Electrical
Section 078413	Fire Protection, HVAC and Plumbing Penetration Firestopping

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide piping, fittings, couplings, valves and sprinkler heads.
- As-built drawings.
- Testing and inspections.
- Cutting and patching.
- Firesafing.
- Design.
- Flow and tamper switches to be supplied by this Contractor and wired by the Electrical Contractor. It is this Contractors responsibility to provide flow and tamper switches to meet applicable state and local codes.
- Pipe identification.
- Provide the necessary coordination with trade to avoid interferences with other work and make corrections at no extra charge.
- Daily clean up.
- Provide all cutting and patching associated with the tie-in of fire protection services required under this Contract.
- Provide safe-off of all existing piping, equipment and other fire protection items to be removed as part of the Work. The Carpentry and General Work Contractor shall cut, cap, remove and dispose of debris at an off site location.

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- Coordination drawings.

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CONTRACT NO. NGE-12 - MECHANICAL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 033000	Cast-In-Place Concrete
Section 078413	Fire Protection, HVAC and Plumbing Penetration Firestopping
Division 22	Plumbing
Division 23	Heating Ventilating and Air Conditioning
Division 26	Electrical
Division 31	Earthwork

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide a complete mechanical, plumbing and piping system as indicated on the Drawings and in the Specifications.
- Division 26 of the specifications should be reviewed as it relates to the power wiring and other requirements for HVAC equipment including the coordination of furnishing and installing motor starters as provided in the specifications.
- This Contractor shall be responsible to designate an individual within his organization, intimately familiar with this project and assigned on site, to act as the System Start-up Coordinator. This individual must be pre-approved by the Construction Manager. This individual's responsibilities shall include, but not be limited to, coordinating the start-up of all mechanical equipment, including the coordination between the Electrical Contractor, the Controls Contractor, and all testing, adjusting and balancing work. This individual shall report on a weekly basis, in written form, to the Construction Manager. These reports shall include a summary of current conditions including manufacturers' start-ups, systems' deficiencies noted to date and the remediation of same, coordination issues between trades, system interfacing and forecasting, as necessary to project the completion of each individual system within the building.
- Excavation and backfill for underground mechanical/plumbing work is the responsibility of this Contractor. Soil types shall be in accordance with Del Dot standard specifications. Refer to Division 31 specifications.
- Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
- Equipment bases and housekeeping pads.

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- Permits/meters.
- Pipe and duct insulation.
- Penetrations through wall, floors, etc. including cutting, patching and fire safing.
- Testing and balancing.
- Daily clean up.
- All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.
- Hoisting, rigging and scaffolding.
- ATC.
- Ductwork, grilles and diffusers.
- Roof drains.
- Louvers and vents related to HVAC operations.
- Coordinate damper size, location and type of damper with architectural drawings.
- Trap priming system.
- Attic stock.
- Roof curbs.
- All utilities will be brought to within +/- 5 feet of the building line by others. The Mechanical Contractor is responsible for connecting the utilities from +/- 5 feet outside the building line and completing the system within the building.
- ~~Install Owner pre-purchased equipment, if applicable.~~
- Access panels.
- As-built drawings.
- The Concrete Contractor shall furnish, install and maintain stone fill under slab. The Sitework Contractor shall leave the building pad site at subgrade to within +/- 1/4" in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the

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subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.

- Provide all cutting and patching associated with the tie-in of mechanical services required under this Contract.
- Provide safe-off of all existing piping, equipment and other mechanical items to be removed as part of the Work. The Carpentry and General Work Contractor shall cut, cap, remove and dispose of debris at an off site location.
- *Coordination drawings.*
- *Demonstration and training.*
- *Operation and maintenance manuals.*

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CONTRACT NO. NGE-13 - ELECTRICAL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 033000	Cast-In-Place Concrete
Section 078413	Fire Protection, HVAC and Plumbing Penetration Firestopping
Division 23	Heating Ventilating and Air Conditioning
Division 26	Electrical
Division 28	Electronic Safety and Security
Division 31	Earthwork

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

- Provide a complete electrical system as indicated on the drawings, schedules and in the specifications.
- Division 23 of the specifications should be reviewed as it relates to the power wiring and other requirements for HVAC equipment including the coordination of furnishing and installing motor starters and controllers as detailed in the Specifications and on the Drawings.
- Excavation and backfill for underground electrical work as required below is the responsibility of this Contractor. Soil types shall be in accordance with Del DOT standard specifications.
- Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
- Concrete for duct banks, light standards, above ground conduit encasement, equipment bases and any other concrete work specifically related to the electrical work. Include requirements of Sussex County, State and local codes for concrete encasement.
- Temporary electric installation, maintenance and removal. Refer to Division 1, specification section 015113 - TEMPORARY ELECTRIC, for specific scope.
- Rough in and final connection and related work for equipment provided under other contracts (i.e. HVAC, sprinkler, motorized doors, etc.)

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- Permits and inspections.
- Penetrations through walls, floors, etc. including cutting, patching and fire safing.
- Testing.
- Daily clean up.
- The Concrete Contractor shall furnish, install and maintain stone fill under slab. The Sitework Contractor shall leave the building pad site at subgrade to within +/- ¼" in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.
- All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.
- Hoisting, rigging and scaffolding.
- Provide a complete fire alarm system. Water flow devices are supplied and installed by the Sprinkler Contractor and wired by this Contractor. Include tie-in to fire sprinkler flow and tamper switch. Furnish duct smoke detectors to the Mechanical Contractor for installation.
- Provide rough ins (back boxes, conduits, and pull strings) for special systems (CCTV, access control, intercom, intrusion detection, sound, security, clock system) as required. Coordinate rough ins for power for card access system. Provide cable tray system at IDF room.
- Grounding of building columns and interior spaces as required.
- Pull strings and boxes for voice/data boxes.
- As-built drawings.
- Attic stock.
- Provide all cutting and patching associated with the tie-in of electrical services required under this Contract.
- Provide safe-off of all existing wiring, lighting and other electrical items to be removed as part of the Work. The Carpentry and General Work Contractor shall cut, cap, remove and dispose of debris at an off site location.

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- *Demonstration and training.*
- *Operation and maintenance manuals.*

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CONTRACT NO. NGE-14 - COMMUNICATIONS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 260500	Common Work Results for Electrical
Section 260519	Conductors and Cables
Section 260526	Grounding and Bonding
Section 260528	Electrical Firestopping
Section 260529	Hangers and Supports
Section 260533	Raceways and Boxes
Section 260553	Electrical Identification
Section 262726	Wiring Devices
Section 270500	Common Work Results for Communications
Section 272000	Communications Equipment and Cabling

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all labor, equipment, accessories and materials for a complete functional Electronic Communication System and a complete and operable Network System.
2. Provide cabling, outlets, devices, equipment, fixtures, components, wiring, terminations and programming for the systems included in this Contract.
3. Provide backbone cabling, horizontal cabling, equipment racks, cable management system, uninterruptable power supplies, rack automatic transfer switches, switches and accessories, patch panels, patch cords, fiber enclosures, fiber optic patch cords, surge protection, backboards, optical fiber cable hardware, information outlets, voice over IP system and wireless access point system (WAP).
4. Provide penetrations through walls, floors, etc., including sleeves, cutting, patching and smoke/fire safing.
5. Provide access panels for required access to concealed components.
6. Provide coordination of the work of this contract with the Electrical Contractor, including final equipment locations.
7. Rough ins of backboxes and conduits in walls will be completed by the Electrical Contractor. The Communications Contractor shall coordinate box locations with final equipment

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locations. Cable tray within the MDF and IDF rooms will be provided by the Electrical Contractor. Supplemental ladder racks will be provided by the Communications Contractor as required.

8. Provide bridle rings, supporting hardware, cable ties, device and equipment support and hangers.
9. Provide grounding and bonding.
10. Provide cable color coding. Provide equipment, device and cable labeling and identification products.
11. Coordinate installations with Delaware Department of Technology and Information (DTI). DTI will configure all switches connected to the School's network.
12. Provide testing, inspections, startup service and certifications.
13. Provide demonstration and training.
14. Provide operation and maintenance manuals.
15. Provide daily clean up.
16. Provide attic stock, maintenance and extra materials.
17. All warranties begin at overall project substantial completion.
18. Provide all cutting and patching associated with the tie-in of communications services required under this Contract to the existing building.

END OF SECTION

# DRAFT AIA® Document A132™ - 2009

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

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

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

Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

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

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

Indian River School District 2013  
North Georgetown Elementary School

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

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

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

Becker Morgan Group  
309 S. Governors Avenue  
Dover, DE 19904

The Owner and Contractor agree as follows.

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

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

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

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

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

« »

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

« »

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

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

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

« »

Portion of the Work

Substantial Completion Date

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

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

<< >>

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below

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

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

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

**§ 4.2 Stipulated Sum**

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

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

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

<< >>

**§ 4.2.3** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Item	Allowance
<input type="checkbox"/>	<input type="checkbox"/>

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

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

**§ 4.3.2** The Contractor's Fee:

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

<< >>

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

<< >>

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

<< >>

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

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

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

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

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

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

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

<< >>

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

<< >>

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

<< >>

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

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

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

**§ 4.4.7 Guaranteed Maximum Price**

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed << >> (\$ << >> ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

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

« »

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

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

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

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent ( « » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent ( « » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to « » percent ( « » %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

« »

#### § 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of « » percent ( « » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of « » percent ( « » %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

### § 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

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

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of << >> percent (<< >> %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of << >> percent (<< >> %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

« »

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

« »  
 « »  
 « »  
 « »

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

[ « » ] Litigation in a court of competent jurisdiction.

[ « » ] Other: *(Specify)*

« »

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

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

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

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

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

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

« » % « »

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

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

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

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

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

§ 8.6 Other provisions:

<< >>

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

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

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

<< >>

Section	Title	Date	Pages

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

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

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

« »

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

« »

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

*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

« »

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

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

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

« »« »

\_\_\_\_\_  
(Printed name and title)

# DRAFT AIA® Document A232™ - 2009

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

### for the following PROJECT:

(Name, and location or address)

Indian River School District 2013  
North Georgetown Elementary School

### THE CONSTRUCTION MANAGER:

(Name, legal status and address)

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

### THE OWNER:

(Name, legal status and address)

Indian River School District  
31 Hosier Street  
Selbyville, DE 19975

### THE ARCHITECT:

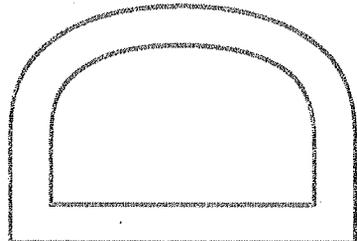
(Name, legal status and address)

Becker Morgan Group  
309 S. Governors Avenue  
Dover, DE 19904

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

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

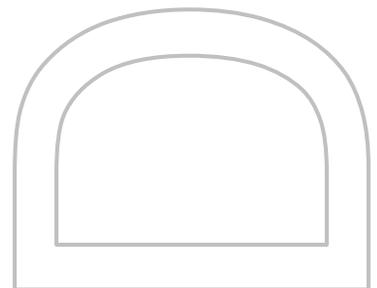
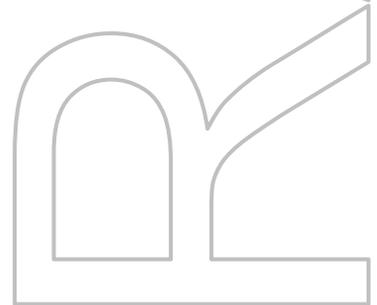
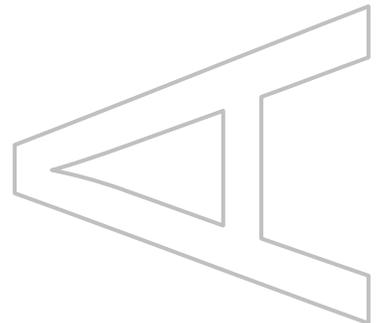
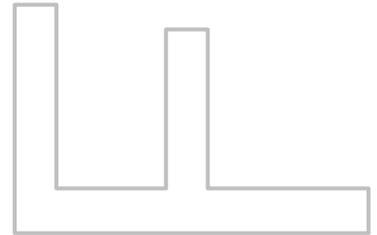
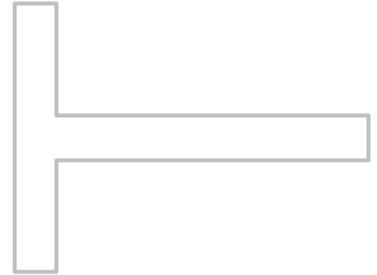
This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009,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



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

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

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

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

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

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

### § 1.2 Correlation and Intent of the Contract Documents

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Transmission of Data in Digital Form**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

### **§ 2.2 Information and Services Required of the Owner**

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

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

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

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

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

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

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

### **§ 2.3 Owner's Right to Stop the Work**

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

### **§ 2.4 Owner's Right to Carry Out the Work**

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

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

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

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

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices, and Compliance with Laws**

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

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

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

### **§ 3.9 Superintendent**

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

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

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

### **§ 3.10 Contractor's Construction Schedules**

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

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

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

**§ 3.10.3** The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

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

### **§ 3.11 Documents and Samples at the Site**

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

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

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

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

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

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

#### **§ 4.2 Administration of the Contract**

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

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

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

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

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**§ 4.2.6 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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

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

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

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

**§ 4.2.11** Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

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

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

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

#### **§ 8.2 Progress and Completion**

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

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

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

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

### **§ 9.2 Schedule of Values**

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

### **§ 9.3 Applications for Payment**

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

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

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

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

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

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

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

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

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

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

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

sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

**§ 9.5.3** If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor

Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials**

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

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

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Liability Insurance**

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

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

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

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

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's

consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 11.2 Owner's Liability Insurance

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

### § 11.3 Property Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

## **§ 11.4 Performance Bond and Payment Bond**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before or After Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Written Notice**

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

### **§ 13.4 Rights and Remedies**

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

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

### **§ 13.5 Tests and Inspections**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and

(2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

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

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

### **§ 13.6 Interest**

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

### **§ 13.7 Time Limits on Claims**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

## **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

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

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

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

§ 15.1.4 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

#### § 15.1.5 Claims for Additional Time

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

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

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

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

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

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

## **§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

### § 15.4 Arbitration

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

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

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

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

### § 15.4.4 Consolidation or Joinder

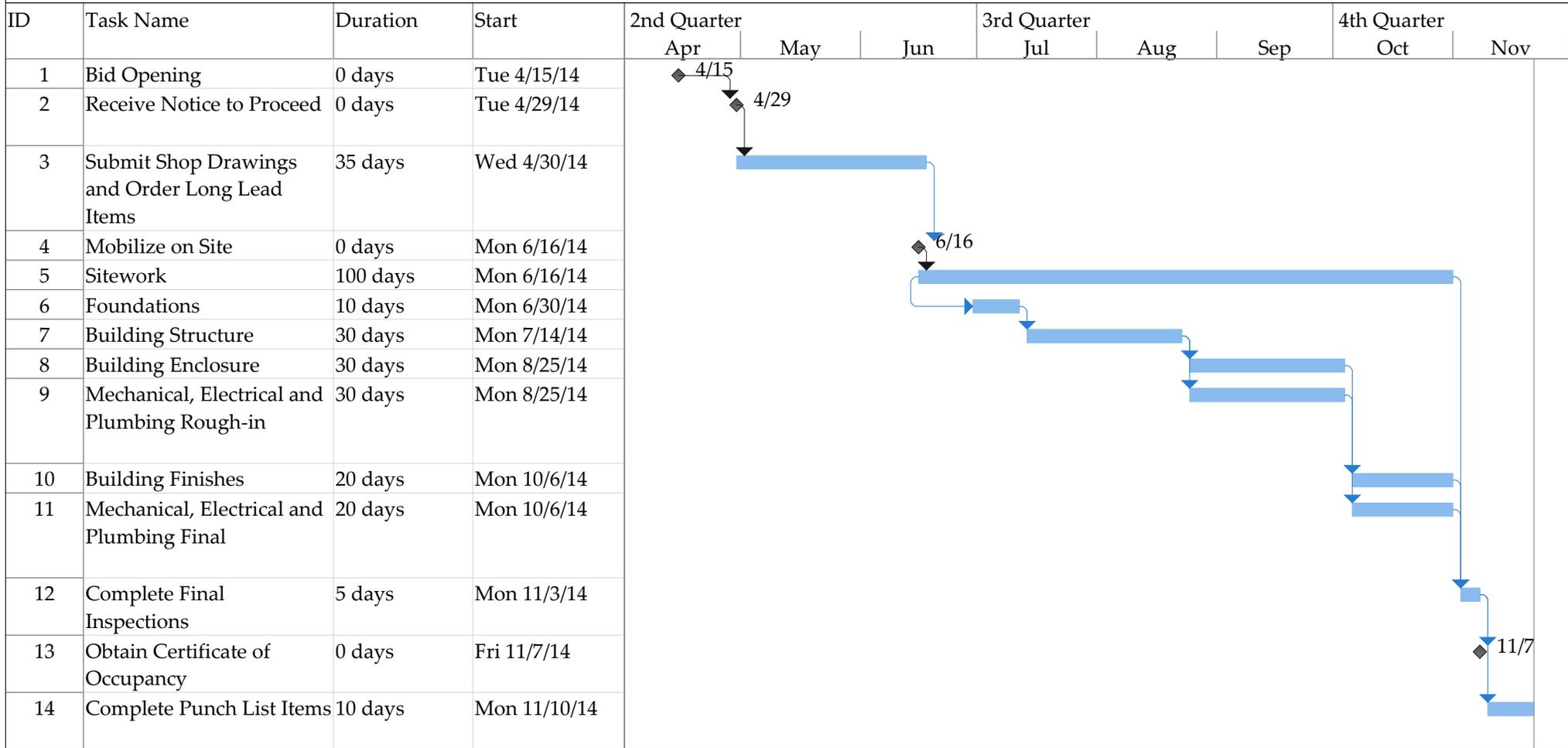
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially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

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

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



North Georgetown Elementary School  
 Pre-Bid Construction Schedule  
 March 27, 2014



North Georgetown Elementary School	Task	■	Inactive Summary	▬	External Tasks	■
	Split	⋯	Manual Task	■	External Milestone	◆
	Milestone	◆	Duration-only	▬	Deadline	↓
	Summary	▬	Manual Summary Rollup	■	Progress	▬
	Project Summary	▬	Manual Summary	▬	Manual Progress	▬
	Inactive Task	▬	Start-only	┌		
	Inactive Milestone	◆	Finish-only	┐		



Indian River School District  
North Georgetown Elementary School  
Pre-Bid Meeting  
DATE: 18 March 2014

Please Print!

REPRESENTATIVE:

DAVE SPITTLE  
Michael Vandrunen  
VERNON OPDYKE (HILLS-CAROLAS)  
Brian Thompson  
Timmy Thompson  
Eds Dolson

ORGANIZATION:

NICKLE ELECTRICAL COMPANIES  
Dutch Brothers inc.  
vopdyke@hcea.com  
Conventional Builders @ Comcast.net  
Thompson sons LLC @ aol.com  
J.L. Biggs CO. TLB Biggs CO / verizon



# The Mayor and Council of Georgetown

Michael R. Wyatt  
Mayor

Paul L. Myers  
First Ward  
Bob Ricker  
Third Ward

Sue H. Barlow  
Second Ward  
Eddie Lambden  
Fourth Ward



Dept. of Public Works  
39 The Circle  
Georgetown, DE 19947  
Telephone (302) 856-6045  
Fax (302) 855-5706  
www.georgetowndel.com

## Town of Georgetown Hydrant Flow Test

### Number & Location of North Georgetown Elementary School

Date Tested March 6, 2014 Time Tested \_\_\_\_\_

Static Pressure 52 psi Residual Pressure 45 psi

Pitot Pressure 38 psi Hydrant Flow 1034 gpm

Hydrant flowed from : Steamer 2 ½ XX

@ 20psi 2350 gpm

Test performed for North Georgetown

Test performed By Town of Georgetown

Color code Light Blue

All Bonnets should be color coded according to flow rates.

Light Blue = over 1500 gpm.  
Green = 1000 gpm to 1500 gpm.  
Yellow = 500 gpm to 1000 gpm.  
Red = 250 gpm to 500 gpm.  
Black = under 250 gpm.

Respectively Submitted

**William J. Bradley**

Public works Director



Georgetown - The Heart of Sussex County

TOWN OF GEORGETOWN  
39 THE CIRCLE  
GEORGETOWN DE. 19947  
(302)-856-6045  
FAX: (302)-855-5706

## FACSIMILE TRANSMITTAL SHEET

TO: John Eckrich FROM: Bill Bradley  
COMPANY: IRSD DATE: 3-7-14  
Delaware  
FAX NUMBER: (302)-855-5706 TOTAL # OF PAGES 2  
RE: Hydrant Flow

Notes/ Comments:

If you do not receive all copies of this fax.  
Please contact William J. Bradley at (302)-236-2647