

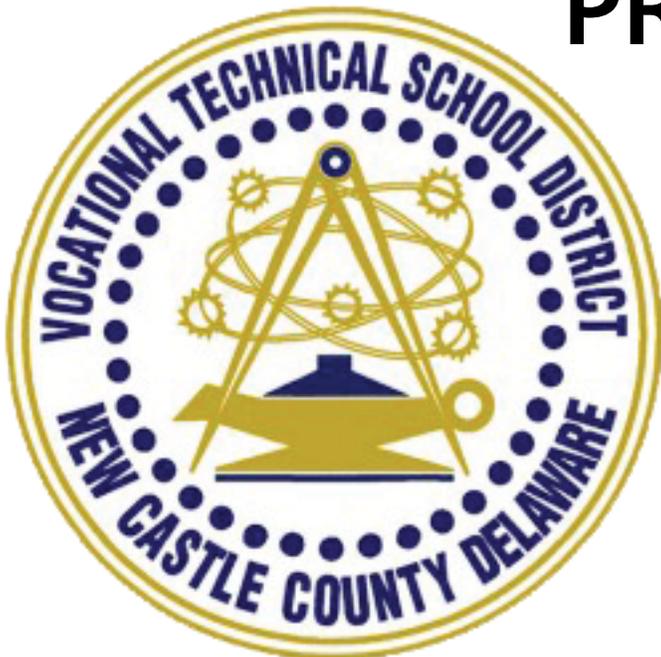
---

# New Castle County Vocational Technical School District

---

## Delcastle Technical High School Roof Renovation

### PROJECT MANUAL



BSA+A PROJECT #14.007

---

## Issued for Bid

March 25, 2015





# **PROJECT MANUAL**

## **New Castle County Vocational Technical School District**

### **Delcastle Technical High School Roof Replacement**

#### **ARCHITECT**

BSA+A / Buck Simperts Architect + Associates, Inc.  
954 Justison Street  
Wilmington, DE 19801  
302.658.9300  
fax 302.658.1125

---



STATE OF DELAWARE  
DEPARTMENT OF Education  
CONTRACT # 2015-4

SPECIFICATIONS  
FOR

Delcastle Technical High School  
Roof Renovations

IN

1417 Newport Road  
Wilmington, DE

PREPARED  
BY

BSA+A Architects

ISSUED FOR BID  
(March, 2015)



**TABLE OF CONTENTS**

Project Title Page  
Table of Contents  
Architectural Drawing List

**DIVISION 0 – PROCUREMENT AND CONTRACT REQUIREMENTS**

001116 Invitation to Bid  
002113 Instruction to Bidders  
004100 Bid Forms Including:  
    Bid Form  
    Sub Listing  
    Non-Collusion Statement  
    Bid Bond  
    Consent of Surety  
005200 Agreement Including Standard Form of Agreement Between Owner and Contractor,  
Construction Manager (AIA A101)  
006113 Bonds (Performance Bonds and Payment)  
006216 Insurance  
007200 General conditions of the Contract for Construction (AIA A201)  
007300 Supplementary General Conditions  
007343 Wage Rate Determination  
009300 Release Form for Electronic Files

**DIVISION 1 – GENERAL REQUIREMENTS**

011000 Summary of Work  
Phase Plan A001A  
012100 Allowances  
012200 Unit Prices  
012300 Alternates  
012600 Change Order Procedures  
012613 Contractor Compensation  
012900 Payment Procedures  
013113 Project Coordination  
013226 Contractor Daily Reports  
013300 Submittal Procedure  
013500 Contractor Employee Background Check  
013523 Safety Program  
014500 Quality Control  
015000 Temporary Facilities & Controls  
016200 Materials and Equipment Product Requirements  
017419 Construction Waste Management  
017700 Contract Closeout Procedures

**DIVISION 05 – METALS**

055213 Pipe & Tube Railings

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

070150.19 Preparation for Reroofing  
075323 EPDM Membrane Roofing  
Cricket Layout Plan  
076200 Sheet Metal Flashing & Trim  
077129 Manufactured Roof Expansion Joints

END TABLE OF CONTENTS

**ARCHITECTURAL DRAWING LIST**

- A000 Cover Sheet
- A001 Roof Phasing Plan
- A101 Roof Plan – Areas A & B
- A102 Roof Plan – Areas C & D
- A103 Roof Details

END OF SECTION DRAWING LIST



March 30, 2015

**PLEASE PLACE THE FOLLOWING AD:**

The New Castle County Vo-Tech School District (NCCVTSD) is accepting sealed Bid Proposals for the Roof Replacements for Delcastle Technical High School (Bid #2015-4) and Hodgson Vo-Tech High School (Bid #2015-05). Documents and Specifications are available at RCI, located at 298 Churchman's Road, New Castle, DE 19720 (302-328-5019). There will be a charge per set for documents and specifications.

A Pre-Bid Meeting for both projects is scheduled for Wednesday, April 1, 2015 at Delcastle Technical High School (1417 Newport Road, Wilmington, DE 19804) and will begin promptly at 10:00 A.M.

The Bids will be publicly opened in the District Board Room, 1417 Newport Road, Wilmington, DE, on Wednesday, April 15, 2015 at 12:00 P.M. The respondent bears the risk of late delivery. Any proposals received after the stated date and time of the bid opening will be returned unopened. Please contact BSA+A with any questions regarding this bid.

NCCVTSD reserves the right to extend the time and place of opening the proposals from that described herein. If an extension is needed, notice will be sent by mail, facsimile machine, or other electronic means, not less than two (2) calendar days prior to the proposed opening.

All qualified submissions will be reviewed and recommendations will be presented to the Board of Education at their next regularly scheduled meeting for final approval.

**Submissions by fax, email or any electronic devices WILL NOT be accepted.**

Jason S. Hale, Ed D, CPA  
Director of Business

Timothy Kain  
Supervisor of Facilities Management



**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

1. **DEFINITIONS**

- 1.1 Bidding Documents include the Contract Documents, Invitation to Bid, Instructions to Bidders, the Proposal Forms, Contract, General Conditions of the Contract, Supplementary Conditions, Specifications, Plans, and any Addenda issued prior to receipt of bids.
- 1.2 All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- 1.3 “Addenda” are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- 1.4 The term Work is defined in 1.1.3 of the General Conditions.
- 1.5 A “Unit of Work” includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 01 11 00 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word “Unit” means “Unit of Work” whenever the context clearly implies “Unit of Work”.
- 1.6 A “Bid” is a complete and properly signed proposal to do one or more Units of Work for the sum stipulated therein.
- 1.7 A “Bidder” is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- 1.8 A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- 1.9 General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- 1.10 The term “indicated” is a cross reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as “shown”, “noted”, “schedule” and “specified” are used in lieu of “indicate,” it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.
- 1.11 Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted” and “permitted” mean “directed by Construction Manager or Architect”, “requested by Construction Manager or Architect”, etc.

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

## **2. BIDDER'S REPRESENTATION**

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

2.2 EVIDENCE OF REPRESENTATION

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

3. BIDDING DOCUMENTS

3.1 ISSUANCE

1. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
2. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

3.3 SUBSTITUTIONS

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

3.4 ADDENDA

1. Addenda will be e-mailed, mailed, faxed or delivered to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding Documents, and will be available for inspection wherever the Bidding Documents are

kept available for that purpose.

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

#### 4. BIDDING PROCEDURE

##### 4.1 FORM AND STYLE OF BIDS

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

4.2 SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked "LATE BID" and returned.
2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder's name and address and the Unit of Work included in the Bid.
3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.

4.3 MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for SIXTY (60) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.
4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

5.1 OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.
2. Bids can be withdrawn at any time prior to public opening and reading, without penalty or forfeiture of bid bond

5.2 REJECTION OF BIDS

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

5.3 ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or

irregularity in any Bid received.

2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

6.1 SUBMISSION OF SUBCONTRACTOR LIST

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

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

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

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- 7.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for

employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- 7.2 The Contractor will, in all solicitants or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color sex, or national origin.
- 7.3 The term “Contract for public works” means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- 7.4 The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

- 8.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000 and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 8.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department’s annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 8.3 The Contractor shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 8.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 8.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that “(e)very contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly.” Further, that “(t)he Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.” Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. *See Delaware Prevailing*

Wage Regulations VII A.2(c)”; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department’s copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

9.1 The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder’s usual sources as may be agreeable to the parties. The Owner, New Castle County Vocational Technical School District (NCCVTSD) shall be noted as the obligee.

9.2 The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner, New Castle County Vocational Technical School District (NCCVTSD) shall be noted as the obligee.

9.3 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

10. EXECUTION OF AGREEMENT

10.1 The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.

10.2 The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.

10.3 The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.

10.4 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or re-advertised, as the Agency may

decide.

11. GENERAL COMMENTS

11.1 JOINT VENTURE AGREEMENTS

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

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

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

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

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License Number with their bid or shall state that the process of application for a Delaware Business License has been initiated.

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

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

11.2 LICENSE APPLICATION REQUIRED TO BID

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

11.3 BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

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

11.4 CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

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

11.5 STATE/CITY LICENSE AND TAX REQUIREMENTS

The Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, “the Contractor shall furnish the State Tax Department within ten (10) days after award of the Contract, a statement of

the total values of each contract and subcontract, together with the names and addresses of the contracting parties . . .”

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

If the project is located within the City of Wilmington, Delaware all contractors are required to submit a copy of their City of Wilmington Contractors License to the Construction Manager.

11.5a CITY OF WILMINGTON ROSTER CARD REQUIREMENT

General Contractor/ Construction Manager/Owner Certification and Subcontractor Roster card are the requirement from the City of Wilmington finance department and any and all contractors associated with this project are required to be listed on this roster along with their City of Wilmington License.

The attached roster card identifies all contractors and subcontractors (individually and collectively, occasionally, “subcontractors”) who either (a) are in privity of contract with me as the general contractor on the Project; or (b) are in privity of contract with the owner/developer on the Project for whom I act as construction manager and/or who have otherwise provided services on the Project subject to my direction and control; or (c) are in privity of contract with me as the owner/developer of the project; or (d) are in privity of contract with me as a subcontractor who has engaged one or more other subcontractors to assist with or facilitate my performance on the Project.

General Contractor/ Construction Manager/Owner Certification and Subcontractor Roster card are the requirement from the City of Wilmington finance department.

11.6 RIGHT TO AUDIT RECORDS

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

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

END OF SECTION

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

**For Bids Due:** April 15, 2015 **To:** New Castle County Vocational Technical School District  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Delaware Business License No.:** \_\_\_\_\_ **Taxpayer ID No.:** \_\_\_\_\_  
**(A copy of Bidder's Delaware Business License must be attached to this form.)**

**(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:**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates.

ALTERNATE No. 1 – Provide Basis of Design Roof Membrane System

AMOUNT WRITTEN IN WORDS: \_\_\_\_\_  
Add / Deduct ( \$ )

ALTERNATE No. 2 – Replacement of Metal Coping

AMOUNT WRITTEN IN WORDS: \_\_\_\_\_  
Add / Deduct ( \$ )

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

**UNIT PRICES:**

**ADD**

**DEDUCT**

UNIT PRICE No.1: Roof Insulation Thickness Adjustment \$ \_\_\_\_\_ (\$/SF/Inch) \$ \_\_\_\_\_ (\$/SF/Inch)

**ALLOWANCES:**

ALLOWANCE No. 1: PROVIDE ALLOWANCE OF 10 DAYS IN SCHEDULE, PER PHASE, TO BE ALLOCATED AS REQUIRED AT ANY POINT IN PROJECT SCHEDULE FOR LOST TIME DUE TO ANY CAUSE, INCLUDING, BUT NOT LIMITED TO WEATHER, SCHOOL FUNCTIONS, LATE START DUE TO EXTENDED END OF SCHOOL YEAR

ALLOWANCE No. 2: PROVIDE AN ALLOWANCE OF \$500,000.00 FOR REPAIR OF DAMAGED METAL DECK OR OTHER UNFORSEEN CONDITIONS DISCOVERED DURING REMOVAL OF EXISTING OR INSTALLATION OF NEW ROOF.

AMOUNT WRITTEN IN WORDS: \_\_\_\_\_  
Add / Deduct (\$ \_\_\_\_\_ )

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), 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.

Should I/We be awarded this contract, I/We pledge to maintain phased completion dates identified in the construction documents.

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
- (Others as Required by Project Manuals)

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

**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>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	Miscellaneous metals for railings	_____	_____
2.	Roofing Company	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date **New Castle County Vocational Technical School District (NCCVTSD)**.

All the terms and conditions of Contract # 2015-4 have been thoroughly examined and are understood.

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

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

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

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

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

**E-MAIL:** \_\_\_\_\_

**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.**

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**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 *New Castle County Vocational Technical 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 *New Castle County Vocational Technical School District* for the use and benefit  
of the *New Castle County Vocational Technical School District* for which payment well and truly to be  
made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and  
severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded Principal  
who has submitted to the *New Castle County Vocational Technical 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 *New Castle County Vocational Technical  
School District* this Contract to be entered into within twenty days after the date of official notice of the  
award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be  
and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
Presence of

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

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

Delcastle Technical High School Roof Replacement  
1417 Newport Road, Wilmington, DE 19804  
Contract # 2015-4

**BID FORM**

**CONSENT OF SURETY**

DATE \_\_\_\_\_

To: *New Castle County Vocational Technical School District (NCCVTSD)*  
1417 Newport Road  
Wilmington, DE 19804

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 8 of the Instructions to Bidders.

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

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



**SECTION 00 52 00 - AGREEMENT**

1. SUMMARY

1.1. The Agreement Form for this Project is the American Institute of Architects Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A101 – 2007.

1.2 A copy of AIA Document A101 - 2007 is bound into this Project Manual following this page.

1.2.1 Under Article 5.8 add the following:

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

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

END OF SECTION



# DRAFT AIA® Document A101™ - 2007

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

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

«sample»  
«15 West Rider Road  
Harrington, DE 19952»  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

« »

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

« »

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

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

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

<< >>

Portion of Work

Substantial Completion Date

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

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

<< >>

#### ARTICLE 4 CONTRACT SUM

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

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

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

<< >>

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
<< >>	<< >>	<< >>

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

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

Item	Price
<< >>	<< >>

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

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

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

<< >>

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

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

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

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

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

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

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

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

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

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

« »

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

## § 5.2 FINAL PAYMENT

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

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

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

« »

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

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

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

**§ 6.2 BINDING DISPUTE RESOLUTION**

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

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

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

<< >> % << >>

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

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

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

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

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

§ 8.6 Other provisions:

<< >>

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

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

<< >>

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

<< >>

**ARTICLE 10 INSURANCE AND BONDS**

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

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

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

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

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

<< >><< >>

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

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

<< >><< >>

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



**SECTION 00 61 13 – BONDS**

1. PAYMENT AND PERFORMANCE BONDS

1.1 Bonds must be in the following form:

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

**SECTION 00 61 13 - FORM OF PAYMENT BOND**

Bond Number:

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

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

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

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

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

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

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Name:

Title:

(Corporate Seal)

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Name:

Title:

(Corporate Seal)

SECTION 00 61 13 - FORM OF PERFORMANCE BOND

Bond Number: \_\_\_\_\_

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

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

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

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

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

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

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent

jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:  
Title:

(Corporate Seal)

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:  
Title:

(Corporate Seal)

END OF SECTION



**SECTION 00 62 16 - 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 – New Castle County Vocational Technology School District (NCCVTSD) and Construction Manager
4. Certificate Holder – New Castle County Vocational Technology School District (NCCVTSD)

Contractors shall note that although not a part of AIA Document A201/CMa – 1992 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



**SECTION 00 72 00 – GENERAL CONDITIONS**

1. SUMMARY

- 1.1. The General Conditions for this Project is the American Institute of Architects form for General Conditions of the Contract for Construction.
- 1.2 A copy of AIA Document A201 – 2009 Edition is bound into this Project Manual following this page.

END OF SECTION



# DRAFT AIA® Document A201™ - 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«sample»  
«15 West Rider Road  
Harrington, DE 19952»

THE OWNER:

(Name, legal status and address)

« »  
« »

THE ARCHITECT:

(Name, legal status and address)

« »  
« »

### TABLE OF ARTICLES

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

#### ADDITIONS AND DELETIONS:

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

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## INDEX

(Numbers and Topics in Bold are Section Headings)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### **Additional Time, Claims for**

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

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### **Applications for Payment**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### **Arbitration**

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

## **ARCHITECT**

**4**

**Architect**, Definition of

### **4.1.1**

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### **Basic Definitions**

#### **1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### **Boiler and Machinery Insurance**

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

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

Building Permit  
3.7.1  
**Capitalization**  
**1.3**  
Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5  
**Certificates for Payment**  
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1,  
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3  
Certificates of Inspection, Testing or Approval  
13.5.4  
Certificates of Insurance  
9.10.2, 11.1.3  
**Change Orders**  
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,  
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10,  
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,  
12.1.2, 15.1.3  
**Change Orders, Definition of**  
**7.2.1**  
**CHANGES IN THE WORK**  
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,  
9.3.1.1, 11.3.9  
**Claims, Definition of**  
**15.1.1**  
**CLAIMS AND DISPUTES**  
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**,  
15.4  
Claims and Timely Assertion of Claims  
15.4.1  
**Claims for Additional Cost**  
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**  
**Claims for Additional Time**  
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**  
**Concealed or Unknown Conditions, Claims for**  
**3.7.4**  
Claims for Damages  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6  
Claims Subject to Arbitration  
15.3.1, 15.4.1  
**Cleaning Up**  
**3.15**, 6.3  
Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,  
15.1.4  
**Commencement of the Work, Definition of**  
**8.1.2**  
**Communications Facilitating Contract**  
**Administration**  
3.9.1, **4.2.4**  
Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 13.7, 14.1.2  
**COMPLETION, PAYMENTS AND**  
**9**

Completion, Substantial  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 13.7  
Compliance with Laws  
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,  
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3  
Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3  
Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4  
Consent, Written  
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,  
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2  
**Consolidation or Joinder**  
**15.4.4**  
**CONSTRUCTION BY OWNER OR BY**  
**SEPARATE CONTRACTORS**  
1.1.4, **6**  
**Construction Change Directive, Definition of**  
**7.3.1**  
**Construction Change Directives**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,  
9.3.1.1  
Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2  
**Continuing Contract Performance**  
**15.1.3**  
**Contract, Definition of**  
**1.1.2**  
**CONTRACT, TERMINATION OR**  
**SUSPENSION OF THE**  
5.4.1.1, 11.3.9, **14**  
Contract Administration  
3.1.3, 4, 9.4, 9.5  
Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1  
**Contract Documents, The**  
**1.1.1**  
Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3  
**Contract Documents, Definition of**  
**1.1.1**  
**Contract Sum**  
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4,  
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,  
15.2.5  
**Contract Sum, Definition of**  
**9.1**  
Contract Time  
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,  
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2,  
15.1.5.1, 15.2.5

**Contract Time**, Definition of  
**8.1.1**  
**CONTRACTOR**  
**3**  
**Contractor**, Definition of  
**3.1, 6.1.2**  
**Contractor's Construction Schedules**  
**3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
Contractor's Employees  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,  
11.1.1, 11.3.7, 14.1, 14.2.1.1,  
**Contractor's Liability Insurance**  
**11.1**  
Contractor's Relationship with Separate Contractors  
and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,  
11.3.1.2, 11.3.7, 11.3.8  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,  
3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2,  
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,  
10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the  
Work  
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
9.7  
Contractor's Right to Terminate the Contract  
14.1, 15.1.6  
Contractor's Submittals  
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction  
Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3  
Contractual Liability Insurance  
11.1.1.8, 11.2  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.2.5, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**  
**Correlation and Intent of the Contract Documents**  
**1.2**

**Cost**, Definition of  
**7.3.7**  
Costs  
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,  
11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14  
**Cutting and Patching**  
**3.14**, 6.2.5  
Damage to Construction of Owner or Separate  
Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3,  
12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6  
Damages for Delay  
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2  
**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1,  
13.5.2, 14.2.2, 14.2.4, 15.1, 15.2  
**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of  
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6,  
9.8.2, 9.9.3, 9.10.4, 12.2.1  
**Defective Work**, Definition of  
**3.5.1**  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1,  
15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1  
**Delays and Extensions of Time**  
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1,  
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5  
Disputes  
6.3.1, 7.3.9, 15.1, 15.2  
**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2, 11.1.2  
**Emergencies**  
**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1  
Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1,  
10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3.1, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4.1  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2  
**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, **11.3**  
Insurance, Stored Materials  
9.3.2, 11.4.1.4  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1, 11.4.1.5  
Insurance Companies, Settlement with  
11.4.10  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,  
13.6.1, 14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,  
4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,  
9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3,  
11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

### **Loss of Use Insurance**

#### **11.3.3**

#### **Material Suppliers**

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

### **Materials, Hazardous**

#### **10.2.4, 10.3**

#### **Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,  
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,  
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,  
14.2.1.2

#### **Means, Methods, Techniques, Sequences and Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

#### **Mechanic's Lien**

2.1.2, 15.2.8

### **Mediation**

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

### **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

## **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

#### **Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1,  
10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

#### **Nonconforming Work, Rejection and Correction of**

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

#### **Notice**

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,  
9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,  
13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1,  
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,  
15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4

#### **Notice of Testing and Inspections**

13.5.1, 13.5.2

#### **Observations, Contractor's**

3.2, 3.7.4

#### **Occupancy**

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### **Orders, Written**

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

### **OWNER**

#### **2**

#### **Owner, Definition of**

##### **2.1.1**

#### **Owner, Information and Services Required of the**

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### **Owner's Authority**

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,  
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,  
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,  
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

#### **Owner's Financial Capability**

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability Insurance**

##### **11.2**

#### **Owner's Loss of Use Insurance**

##### **11.3.3**

#### **Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

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

**2.4**, 14.2.2

#### **Owner's Right to Clean Up**

##### **6.3**

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

##### **6.1**

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

##### **2.3**

#### **Owner's Right to Suspend the Work**

14.3

#### **Owner's Right to Terminate the Contract**

14.2

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1,  
4.2.12, 5.3.1

#### **Partial Occupancy or Use**

9.6.6, **9.9**, 11.3.1.5

#### **Patching, Cutting and**

**3.14**, 6.2.5

#### **Patents**

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,  
9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5,  
12.3.1, 13.7, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

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

**PAYMENTS AND COMPLETION**  
**9**

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,  
14.2.1.2

PCB  
10.3.1

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION**  
**OF**  
**10**

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
**3.12.2**

**Product Data and Samples, Shop Drawings**  
3.11, **3.12**, 4.2.7

**Progress and Completion**  
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3

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

**Project, Definition of the**  
**1.1.4**

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, **11.3**

**PROTECTION OF PERSONS AND PROPERTY**  
**10**

Regulations and Laws  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,  
15.2.8, 15.4

Rejection of Work  
3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,  
9.8.2, 9.10.1

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,  
5.1.2, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and  
Samples by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4,  
6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2,  
12.2.4, **13.4**, 14, 15.4

**Royalties, Patents and Copyrights**  
**3.17**

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
**10.2**, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4

**Samples, Definition of**  
**3.12.3**

**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7

**Samples at the Site, Documents and**  
**3.11**

**Schedule of Values**  
**9.2**, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7,  
12.1.2

**Shop Drawings, Definition of**  
**3.12.1**

**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7

**Site, Use of**  
**3.13**, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing  
4.2.6, 12.2.1, 13.5

**Specifications, Definition of the**  
**1.1.6**

**Specifications, The**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations  
13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

**Subcontractor**, Definition of  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, 11.4.5, **11.3.7**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7  
**Substantial Completion**, Definition of  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
4.1.3  
Substitutions of Materials  
3.4.2, 3.5.1, 7.3.8  
**Sub-subcontractor**, Definition of  
**5.1.2**  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
**3.9**, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
Surety, Consent of  
9.10.2, 9.10.3  
Surveys  
2.2.3  
**Suspension by the Owner for Convenience**  
**14.3**  
Suspension of the Work  
5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 11.4.9, 14  
**Taxes**  
3.6, 3.8.2.1, 7.3.7.4  
**Termination by the Contractor**  
**14.1**, 15.1.6  
**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.6

**Termination by the Owner for Convenience**  
**14.4**  
Termination of the Architect  
4.1.3  
Termination of the Contractor  
14.2.2  
**TERMINATION OR SUSPENSION OF THE CONTRACT**  
**14**  
**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**  
**TIME**  
**8**  
**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5  
Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4  
**Time Limits on Claims**  
3.7.4, 10.2.8, **13.7**, 15.1.2  
Title to Work  
9.3.2, 9.3.3  
**Transmission of Data in Digital Form**  
**1.6**  
**UNCOVERING AND CORRECTION OF WORK**  
**12**  
**Uncovering of Work**  
**12.1**  
Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3  
Unit Prices  
7.3.3.2, 7.3.4  
Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
**3.13**, 6.1.1, 6.2.1  
**Values, Schedule of**  
**9.2**, 9.3.1  
Waiver of Claims by the Architect  
13.4.2  
Waiver of Claims by the Contractor  
9.10.5, 11.4.7, 13.4.2, 15.1.6  
Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
Waiver of Consequential Damages  
14.2.4, 15.1.6  
Waiver of Liens  
9.10.2, 9.10.4  
**Waivers of Subrogation**  
6.1.1, 11.4.5, **11.3.7**

**Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

**Weather Delays**

15.1.5.2

**Work, Definition of**

**1.1.3**

**Written Consent**

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

**Written Interpretations**

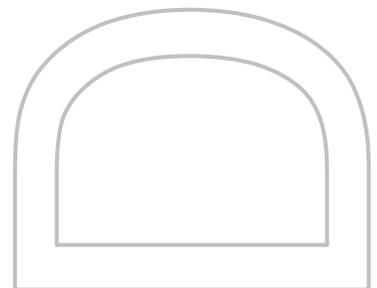
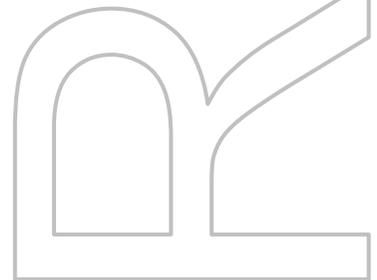
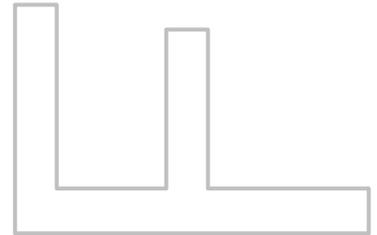
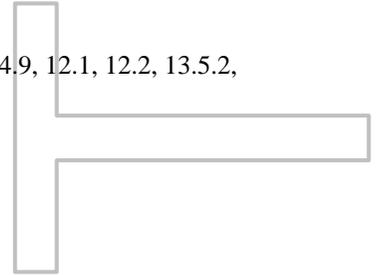
4.2.11, 4.2.12

**Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

**Written Orders**

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

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

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

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

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

### § 3.4 LABOR AND MATERIALS

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

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

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

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

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

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

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

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

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

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

### § 3.15 CLEANING UP

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

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

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

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

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

#### § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

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

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

## § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

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

## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

## § 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

## § 11.2 OWNER'S LIABILITY INSURANCE

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

## § 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

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

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

#### § 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

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

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

## § 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

## § 13.6 INTEREST

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

## § 13.7 TIME LIMITS ON CLAIMS

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

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

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

### § 15.2 INITIAL DECISION

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

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

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

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

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

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

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

§ 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.



**SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS**

1. GENERAL CONDITIONS

- 1.1. The General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, AIA Document A201 - 2007, Articles 1 through 14 inclusive, is a part of this contract and is bound herewith.
- 1.2. References to Articles herein are to Articles in A201 - 2007.

2. SUPPLEMENTARY CONDITIONS

- 2.1. The following provisions modify, change, delete from or add to AIA Document A201-2007 Edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

3. REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- 3.1. Certain provisions of Division 1 GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- 3.2. Articles affected are cross referenced in the various Sections of Division 1.
- 3.3. ARTICLE 1 - GENERAL PROVISIONS

- A. Paragraph 1.1 - Basic Definitions

Add the following paragraph 1.1.1:

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

Add the following subparagraph:

1.1.8 Terms and Definitions

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

- Provide: Furnish and Install
- Approved: Approved by Architect or authority enforcing standards
- Described: Refer to Project Manual
- Specified: Refer to Project Manual
- Shown: Refer to Drawings

Add the following subparagraph:

1.3.2 The Contractor will be responsible for all costs associated with purchasing construction documents including, but not limited to, cost of reproduction, postage, and handling.

3.4 ARTICLE 2 – OWNER

A. To Subparagraph 2.2.3 – Add the following sentence:

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

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

2.2.5 The Contractor shall be furnished free of charge up to one (1) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

3.5 ARTICLE 3 – CONTRACTOR

A. Paragraph 3.1 - Definition

Sub-paragraph 3.1.1: Add the following sentences:

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

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

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

C. Delete the third sentence in Paragraph 3.2.3.

D. Add the following Paragraphs:

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

E. Paragraph 3.4 - Labor and Materials:

Add the following Paragraphs:

- 3.4.3 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
- 3.4.4 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.
- 3.4.5 Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.
- 3.4.6 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manger of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects or requests for adjustment of the Contract Sum will be denied.
- 3.4.7 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for the Work, who shall maintain coordination at all times.

F. Paragraph 3.5 - Warranty:

Add the following Paragraphs:

- 3.5.2 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.3 Defects appearing during the period of guarantee will be made good by the Contractor, at his sole expense, upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.

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

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

G. Paragraph 3.7 - Permits, Fees and Notices

Add the following subparagraphs:

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

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

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

Add the following subparagraph:

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

I. 3.15 - Cleaning Up

Add the following subparagraph:

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

3.6 ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Paragraph 4.1 - Architect

Add the following Subparagraph:

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

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

4.5 The Architect will approve or reject Claims by Written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The

approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law as herein set forth.

3.7 ARTICLE 5 - SUBCONTRACTORS

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

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

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

Add the following subparagraph:

5.2.5 Delaware State law provisions concerning naming and use of Subcontractors supersede any foregoing provisions of Paragraph 5.2 where such provisions are in conflict with Delaware State Law. Refer to provisions in Section 00 21 13 INSTRUCTIONS TO BIDDERS.

3.8 ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

Add the following subparagraph:

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

- B. Paragraph 6.2 - Mutual Responsibility

Delete Subparagraph 6.2.5 in its entirety and substitute the following:

6.2.5 Should the Contractor, any Subcontractor, or Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, cause damage to the work of property of any separate Contractor on the project, or should such separate Contractor or interested party sustain loss or damaged due to acts or omissions on the part of the Contractor any Subcontractor or Sub-subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Contractor shall, upon due notice settle with such other Contractors by agreement or arbitration, if he will so settle. Contractor shall use all reasonable means to resolve the matter quickly. If such separate Contractor sues the Owner, Construction Manager, or Architect, or initiates an arbitration

proceeding on account of any damages alleged to have been so sustained, the Owner, Construction Manager, or Architect shall notify the Contractor, who shall indemnify them and defend such proceedings at the Owner, Construction Manager, or Architect's expense. If any judgment against the Owner, Construction Manager, or Architect arises therefrom, the Contractor shall pay or satisfy it, together with all fees, costs, expenses, disbursements, or liabilities related thereto. The Contractor shall also reimburse the Owner, Construction Manager, or Architect for all attorney's fees and court or arbitration costs which the Owner, Construction Manager, or Architect has incurred.

3.9 ARTICLE 7 - CHANGES IN THE WORK

A. Paragraph 7.2 - Change Orders

Add the following subparagraphs:

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

7.2.4 In the event that work is performed under the provisions of paragraph 7.33, the Owner will reimburse the Contractor for all costs directly incurred in the performance of the Work, plus overhead and profit as follows: Costs shall include the cost of materials including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; bond premiums, rental value of power tools, equipment and machinery. Overhead shall include the following: supervision, superintendent, wages of time keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost". All such overhead shall be directly attributable to the change. As applied to Change Orders, overhead and profit shall be as follows:

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

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

3.10 ARTICLE 8 - TIME

A. Paragraph 8.2 - Progress and Completion

Delete subparagraph 8.2.3 in its entirety and substitute the following:

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

8.2.4 The Contractor guarantees and warrants that there will be sufficient tradesmen on the job each day to ensure that there will be no interruption of work. If the Construction Manager in his sole discretion decides that the work and the progress of the job has been impeded because of the Contractor's inability to supply tradesmen for the job, the Construction Manager may terminate the contract with forty-eight (48) hours notice.

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

B. Paragraph 8.3 – Delays and Extensions of Time

Add the following subparagraph:

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

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

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

Add the following Paragraph:

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

3.11 ARTICLE 9 - PAYMENTS AND COMPLETION

A. Paragraph 9.2 - Schedule of Values

Add the following sentence to subparagraph 9.2.1:

"Refer to Section 01 33 00, SUBMITTALS, for submittal requirements."

Add the following subparagraphs:

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

9.2.3 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 3.5% of the initial contract amount.

B. Paragraph 9.3 - Applications for Payment

Add the following Subparagraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed, the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

C. Paragraph 9.5 – Decisions to Withhold Certification

Add the following to 9.5.1:

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

D. Paragraph 9.6 - Progress Payments

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

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

3.12 Article 10 – Protection of Persons and Property

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2 Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

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

3.13 ARTICLE 11 - INSURANCE

A. Paragraph 11.1.: Contractor's Liability Insurance

Subparagraph 11.1.1: Make the following change:

11.1.1 In the first line following the word "maintain" insert the words "in a company or companies licensed to do business in the state of Delaware....".

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

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

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

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

Construction Manager the complete policies for such insurance coverages upon the request of the Construction Manager:

- 11.1.2.1 Commercial General Liability (“CGL”) coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the "annual aggregate".
  - 11.1.2.1.1 If the CGL coverage contains a “General Aggregate Limit”, such General Aggregate Limit shall apply separately to each project of the Contractor, specifically including this Project.
  - 11.1.2.1.2 CGL coverage shall be written on ISO Occurrence Form CG 00 011093, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations and personal and advertising injury.
  - 11.1.2.1.3 Construction Manager, Owner and all other parties required by Construction Manager shall be included as additional insureds on the CGL using Additional Insured Endorsements that provide coverage for both ongoing and completed operations. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The CGL coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.
  - 11.1.2.1.4 Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work, using Additional Insured Endorsements that provide Completed Operations Coverage.
- 11.1.2.2 Business Automobile Liability (“BAL”) coverage with combined single limits of at least \$1,000,000 (per occurrence).
  - 11.1.2.2.1 BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

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

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

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

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

requirements, and/or to fully honor and abide by any of the certifications and/or agreements set forth in this section.

3.14      **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.2      **Correction of Work**

Add the following Subparagraph to 12.2.2:

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

3.15      **ARTICLE 13: MISCELLANEOUS PROVISIONS**

Add the following Paragraph:

13.8      **CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

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

3.16      **ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

14.3      **TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

Add the following Articles and Paragraphs:

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

A.      15.1    The Contractor shall comply with the following provisions of Delaware Code, Title 29, Chapter 69, Section 6910:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal

citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

3.18      **ARTICLE 16 - LICENSE AND TAX REQUIREMENTS (NEW ARTICLE)**

- A.      16.1      Contractor and subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. Contractor's shall submit a copy of all business licenses required by local and state agencies. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, the Contractor shall furnish the State Tax Department, within 10 days after award of contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties. The Contractor, before the payment of any award or amount payable to any Contractor or subcontractor not a resident of Delaware, shall ascertain from said non-resident Contractor or subcontractor and/or the State Tax Department, whether he has obtained a license and satisfied his liability paid by the non-resident Contractor or subcontractor, the Contractor shall deduct from the award the amount payable to said non-resident contractor or subcontractor the amount of said license liability and shall pay same to the State Tax Department within 10 days after final payment and settlement with the non-resident Contractor or subcontractor.
  
- B.      16.2      Taxes: The Contractor shall pay all sales, consumer, use and other taxes required by law.

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

- A.      17.1      In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
  
- B.      17.2      This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
  
- C.      17.3      It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the

difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.

- D. 17.4 Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. 17.5 "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."

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

END OF SECTION

**SECTION 00 73 43 – WAGE RATE REQUIREMENTS**

1. SUMMARY

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

SECTION END



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

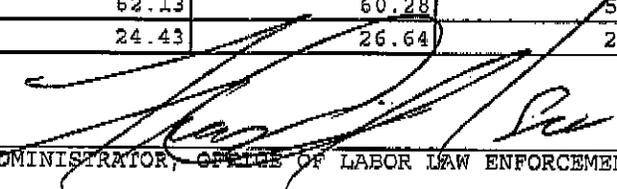
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2015

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

CERTIFIED: 3/25/15

BY: 

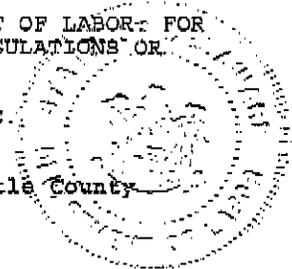
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: Delcastle Technical High School Roof Renovations, New Castle County







**RELEASE FORM FOR ELECTRONIC FILES**

Planning  
Architecture  
Interior design  
Graphic Design  
Project Management

OWNER: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
LIST OF DRAWINGS: \_\_\_\_\_  
USAGE FEE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Definitions:**

All electronic information and other instruments of service provided by BSA+A and its consultants, 954 Justison Street, Wilmington, DE 19801, which include everything transmitted on electronic storage media, from a website, or via the Internet, is known as the Data. The Recipient is the undersigned firm or individual requesting the Data.

**Terms:**

In accepting and utilizing the Data, the Recipient agrees with the following Terms:

1. The General Contractor/Construction Manager, and every subcontractor using the Data shall each return one signed copy of this Release Form to BSA+A.
2. DISTRIBUTION AND COORDINATION: The Recipient will not distribute the Data to any other firm or individual, except for the Recipient’s consultants or subcontractors. If BSA+A issues an update or change in the Data during the course of the project, the General Contractor/Construction Manager is responsible for distribution and coordination. Transfer of electronic data does not include subsequent updates and revisions
2. USE: The Data will be used only for the specific project and owner listed above. None of the Data will be used for any other project or purpose, at this or any other site. Indicia/Title Block may be removed at the discretion of the design professional. The
3. OWNERSHIP: Copyright and ownership of the Data are not transferred to the Recipient, or to any other party. BSA+A and/or Owner retain all rights to the Data.
4. ACCURACY: Design data is never perfect. The information is not guaranteed to be accurate. The method of data transfer cannot be guaranteed to be error-free, durable, or compatible with the Recipient’s hardware, software or output systems. Any defects discovered by the Recipient shall be reported to BSA+A. **Contractors and subcontractors are not relieved of their normal responsibilities to independently check, coordinate & verify information and dimensions, and to familiarize themselves thoroughly with the project.**
5. Electronic data (CADD drawings) shall be provided for use as background plans only. Contractor shall be responsible for verification of all dimensions and revisions. Contractor shall not have, copy or reproduce details, elevations, sections, schedules or other similar data.
6. Neither BSA+A nor its consultants are not to be held liable for any damages attributable to the use of the Data, or changes and additions made to the Data by you or your consultants or subcontractors. The Undersigned agrees, to the fullest extent permitted by law, to indemnify and hold BSA+A and its consultants 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 drawings and data without the prior written consent of BSA+A and its consultants.
7. This agreement shall be governed by the laws of Delaware.
8. The Undersigned agrees to make payment of \$150 processing fee for each consultant’s electronic files to BSA+A prior to release of any electronic media release.

**GENERAL CONTRACTOR, CONSTRUCTION MANAGER, OR SUBCONTRACTOR:**

**Print Clearly:**

Recipient Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
**Signed** \_\_\_\_\_ **Date:** \_\_\_\_\_

Buck Simpers Architect  
+ Associates, Inc.  
715 North Orange Street  
Wilmington, DE 19801  
302.658.9300  
fax 658.1125  
www.simpers.com



**SECTION 01 10 00 - SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Phased construction.
  - 4. Access to site.
  - 5. Coordination with occupants.
  - 6. Work restrictions.
  - 7. Specification and drawing conventions.
  - 8. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Re-roofing existing roof at Delcastle Technical High School.
  - 1. Project Location: 1417 Newport Road, Wilmington, DE 19804.
- B. Owner: New Castle County Vocational Technical School District.
  - 1. Owner's Representative: Timothy Kain
- C. Architect: BSA+A, David Dalby
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. MEP: Gipe Associates

- E. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. TBS Services, 617 Station Avenue, Haddon Heights, NJ 08035
    - a. Analysis of existing brick envelop

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. This is a roof replacement project that does not affect use group, occupancy, or construction classification.
  - 2. There is no Structural work associated with this project
  - 3. Work includes removal of existing stone ballast, and roofing, including flashing as shown on the construction drawings, inspection of the insulation, sheathing and exposed structure
  - 4. Work is to be done in phases to accommodate school schedule
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 CONSTRUCTION DOCUMENTS

- A. PROJECT MANUAL
- B. DRAWINGS
  - A000 COVER SHEET
  - A001 ROOF PHASING PLAN
  - A101 ROOF PLAN AREAS A&B
  - A102 ROOF PLAN AREAS C&D
  - A103 ROOF DETAILS

#### 1.6 PHASED CONSTRUCTION

- A. The Work shall be conducted in phases as noted on the construction documents, with each phase substantially complete as indicated:
  - 1. All work including material deliveries and final clean up for each phase is to be completed within the identified time frame.
    - a. Confirm and coordinate with School officials last date of student attendance, and do not start work on site before that day for phases identified as summer work.
    - b. Confirm and coordinate with School officials first day of student attendance, and ensure that all work is completed by that date for phases identified as summer work
  - 2. Storage on site before or after identified phase time period will not be permitted

- B. The contractor is required to submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. The schedule is to be coordinated with identified phasing plan identifying anticipated dates for submittals, delivery and stockpiling of materials (on and off site), construction sequencing, and clean up during each phase. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule. Contractor will cooperate with the Owner/Architect in planning and meeting the required sequences of work and Project Schedule. This schedule is to include a contingency of 10 days lost to delays during construction for any reason (weather, owner delay)
  - 1. Unless otherwise specifically authorized, the 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.

#### 1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations, storage, laydown, and construction staging areas to site areas identified on the drawings
  - 2. Keep driveways, loading areas, walkways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

#### 1.8 COORDINATION WITH OCCUPANTS

- A. The School and area around the defined project limits have limited occupation during the construction period. You are to generally contain your work to the limit of disturbance identified on the drawings. Provide necessary protection and clear paths around the construction area for public accessibility and to meet the requirements of the Delaware State Fire Marshal for emergency access to exits. Contractor will be responsible to keep all areas of the project, including, but not limited to public roadways, parking areas, interior corridors, existing rooms soiled by construction traffic on a daily basis.

#### 1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work hours are defined as follows:
  1. Weekday Hours: 7:00am-4:00pm
    - a. Extended work hours with owner approval: 6:00am-8:00am
  2. Weekend Hours: As arranged with owner prior approval (min. 24 hours notice)
  3. Holiday Hours: As arranged with owner prior approval (min. 24 hours notice)
- C. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, The Owner may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- D. Nonsmoking site: Smoking, use of tobacco products and e-cigarettes is not permitted anywhere on the job site and school property. Violators of this policy are to be placed on notice for the first offense and removed from the job site with a second offense
- E. Fire arms, ammunition, explosives, etc. are prohibited from anywhere on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.

Controlled Substances: Use or possession of controlled substances or illegal drugs is prohibited on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.

1. All public works contracts (paid) with public funds must include provisions requiring the contractor, its agents and employees to implement (a) mandatory drug testing program(s) for all employees or agents working on the job site in non-clerical positions. Provisions governing mandatory drug testing shall be incorporated into all public works contracts..." "The rules governing the administration of such tests by the contractor shall be promulgated by the Director of the Office of Management and Budget." [in accordance with 29Del.C.§6908(a)(b)]
- F. Employee Identification: Contractor is responsible for purchasing identification tags from the school for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Interaction or Photography of school employees, staff, students, or guests are prohibited. Violators are to be immediately removed from the construction site for the duration of the project

**1.10 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**1.11 MISCELLANEOUS PROVISIONS**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Provide properly sized containers and schedule pick up schedule to not allow waster materials to accumulate on-site
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Burying, or disposing of waste material on site is not permitted
- B. Hazardous Materials
  - 1. Owner is to be notified before disposing of any hazardous materials
  - 2. Hazardous materials are to be properly disposed of following Federal, State, and local requirements

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000





**SECTION 01 21 00 - ALLOWANCES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Time extension
  - 2. Contingency allowance.

1.3 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.4 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance. Submit costs for approval before proceeding with with contingency allowance work
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance to be included as a line item in the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. At Project closeout, unused amounts remaining in the contingency allowance are to be returned to the Owner with a credit Change Order to the Contractor.

1.5 ADJUSTMENT OF ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: PROVIDE ALLOWANCE OF 10 DAYS IN SCHEDULE, PER PHASE, TO BE ALLOCATED AS REQUIRED AT ANY POINT IN PROJECT SCHEDULE FOR LOST TIME DUE TO ANY CAUSE, INCLUDING, BUT NOT LIMITED TO WEATHER, SCHOOL FUNCTIONS, LATE START DUE TO EXTENDED END OF SCHOOL YEAR.
  - 1. This allowance is for time extension only with no adjustment to contract sum.
- B. Allowance No. 2: PROVIDE A CONTINGENCY ALLOWANCE OF \$500,000.00 FOR REPAIR OF DAMAGED METAL DECK OR OTHER UNFORSEEN CONDITIONS DISCOVERED DURING REMOVAL OF EXISTING, OR INSTALLATION OF NEW ROOF.
  - 1. This allowance is to include all material, labor, and services, including testing associated with this work
  - 2. This allowance does not permit any extension in time for any phases of work

END OF SECTION 012100

**SECTION 01 22 00 - UNIT PRICES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012011 "Allowances"
  - 2. Section 012600 "Change Order Procedures"

**1.3 DEFINITIONS**

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Project (all phases) as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Where both add and deduct unit prices are requested, there shall not be more than a 10% variation between the two.

**1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Roof Insulation thickness.

1. Description: Adjustment (increase or decrease) for difference between thickness specified and noted on drawings, and actual field conditions determined during construction
2. Unit of Measurement: \$/Square foot/Inch of thickness.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

**SECTION 01 23 00 - ALTERNATES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Provide Basis of Design Roof Membrane System.

1. Base Bid: Provide basis of design EPDM roofing system by Carlisle SynTec Incorporated or approved equal manufacturer per Specification Section 075323 – Ethylene-Propylene-Diene-Monomer (EPDM) Roofing.
2. Alternate: Provide basis of design EPDM roofing system as provided and installed by Carlisle SynTec Incorporated.

B. Alternate No. 2: Replacement of Metal Coping.

1. Base Bid: Contractor shall carefully remove and replace existing metal coping as required to complete installation of new roof membrane.
2. Alternate: Provide new metal coping as indicated on Drawing A103 Detail 1 and in Specification Section 07 62 00 SHEET METAL FLASHING AND TRIM

END OF SECTION 012300

**SECTION 01 26 00 - CHANGE ORDER PROCEDURES**

General: The contractor shall assign a consecutive number to each change order. The change order request is to include a brief description of the change and copies of the written quotation from the trade contractor. Specific changes initiated by the Owner, Architect, or Contractor will be processed as follows:

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

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

END OF SECTION

**CHANGE ORDER REQUEST & EXECUTION FORM**

DATE: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
 CONTRACT: \_\_\_\_\_ REQUEST NUMBER: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ CHANGE ORDER NUMBER: \_\_\_\_\_

The following is a summary of the request submitted by the contractor as described above. All supporting documents have been attached and described herewith. This summary shall contain a total amount of compensation requested by the contractor as well as any request for an extension in contract time. It shall be understood that the amounts described below shall remain valid for a period of sixty days from the date described above unless otherwise stated.

A detailed breakdown of Labor, material, equipment, and subcontract costs must be attached to be considered for review.

Summary Description(s)

Total Cost Change:

<b>REVIEWED</b>		
This request has been reviewed and _____ approval _____ disapproval is recommended by:		
Name	Title	Date
<b>APPROVED</b>		
This change order request is not approved until executed by all parties bound by a contractual relationship. Upon execution it shall represent a modification to the agreement and is subject to all terms and conditions of the contract documents.		
Contractor: _____	Architect: _____	
Signed By: _____	Signed By: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	
Construction Manager	Owner:	
Signed By: _____	Signed By: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	

**SECTION 01 26 13 - CONTRACTOR COMPENSATION**

1. **GENERAL**

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

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

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

END OF SECTION



**SECTION 01 29 00 - PAYMENT PROCEDURES**

1. **GENERAL PROVISIONS**

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A201-2007 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.

1.3

2. **REQUIREMENTS INCLUDED**

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

3. **RELATED REQUIREMENTS**

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

4. **FORMAT AND DATA REQUIRED**

- 4.1 Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and Continuation Sheet G703, examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- 4.2 Provide itemized data on Continuation Sheet:
  1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.

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

- 5.1 Form: AIA Document G702
  1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

5.2 Continuation Sheets:

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

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- 6.1 Final application will not be processed until completion of all phases of work
- 6.2 Retainage will be withheld until completion of all phases of the work

7. SUBMITTAL PROCEDURES

7.1 Complete Invoice:

1. Submit completed Application to the Owner BY THE 25<sup>TH</sup> OF EACH MONTH.

7.2 Number: Submit 3 copies of each invoice.

END OF SECTION

**SECTION 01 31 13 - PROJECT COORDINATION MEETING**

1. **PROJECT COORDINATION MEETING**

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

2. **ATTENDANCE**

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

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

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

3. **AGENDA**

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

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

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

END OF SECTION



**SECTION 01 32 26 - CONTRACTOR DAILY REPORTS**

1. **CONTRACTOR DAILY REPORTS**

1.1 The Contractor shall Maintain a Daily Report to owner covering the following subjects:

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

1.2 The Contractor shall submit the Daily Report to the owner as part of the agenda of the job progress meeting or as requested by the owner.

2. **EXTRA WORK REPORT**

2.1 The Contractor shall prepare, an Extra Work Report on each day he performs authorized Extra Work on a time and material basis.

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

2.3 The Contractor shall submit his Extra Work Report as an attachment to the Daily Report to the owner as part of the agenda of the job progress meeting, or as requested by the owner.

3. **Sample Daily Report**

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

END OF SECTION



**SECTION 01 33 00 – SUBMITTAL PROCEDURES**

1. **GENERAL PROVISIONS**

1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

2. **ITEMS TO BE SUBMITTED AT START OF WORK**

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

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

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

2.4 Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.

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

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

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

3. **NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS**

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

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

4. **RELATED REQUIREMENTS**

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

5. **SUBMITTALS**

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

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

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

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

6. SHOP DRAWINGS

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

6.2 Present in a clear and thorough manner.

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

7. PRODUCT DATA

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

7.2 Preparation:

1. Clearly mark each copy to specifically identify products or models pertinent to project.
2. Show performance characteristics and capacities.
3. Submit through the Building Blok Management System.
4. Show dimensions and clearances required.
5. Show wiring or piping diagrams and controls.

7.3 Manufacturer's standard schematic drawings and diagrams:

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

8. SAMPLES

8.1 Conform to provisions in General Conditions applying to Samples.

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

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

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

9. SUBMITTAL REQUIREMENTS

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

9.2 Number of submittals required.

1. Shop drawings and Product Data: All submittals through the Building Blok Management System, shop drawings for temporary steel, steel and miscellaneous steel, MEP shop drawings shall also provide one (1) paper copy for approval and ultimate use by the Construction manager for field verification. Any additional copies required by the Contractor shall be made by him.
2. Samples: Submit four (4) each. Submit all data and pictures of samples through the Building Blok Management System. Physical samples to be noted on Building Blok submittal and supplied to Construction manager for processing. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

9.3 Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.

9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.

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

10. RESUBMISSION REQUIREMENTS

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

10.2 Shop drawings and Product Data:

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

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

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

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

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

11.2 The Construction Manager will distribute samples as required.

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

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

12. SCHEDULE OF VALUES

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

13. PROGRESS SCHEDULE

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

1. Provide separate horizontal bar chart for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: To allow space for notations and future revisions.
4. Minimum sheet size 11 inches by 17 inches.

13.2 Format of listings: The chronological order of the start of each item of work.

13.3 Show the complete sequence of construction by activity.

13.4 Show the dates for the beginning, and completion of, each major element of construction such as:

1. Site clearing.
2. Site utilities.
3. Foundation work.
4. Structural framing.
5. Subcontractor work.
6. Equipment installation.

13.5 Show projected percentage of completion for each item as of the first day of each month.

13.6 Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.

13.7 Indicate progress of each activity to date of submission.

13.8 Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.

4. Other identifiable changes.
- 13.9 Provide a narrative report as needed to define:
    1. Problem areas, anticipated delays and the impact of the schedule.
    2. Corrective action recommended, and its effect.
    3. The effect of changes on schedules of other prime contractors.
  - 13.10 Submit one reproducible transparency.
  - 13.11 After review, distribute copies of the schedule to:
    1. Jobsite File.
    2. Subcontractors.
    3. Architect.
    4. Owner.
  - 13.12 Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.
14. **CLOSE OUT DOCUMENTS, GUARANTEES, WARRANTIES, OPERATION MANUALS:** All contractors shall include the cost to provide (2) copies of the following close-out documentations to CM with-in 30 Calendar days of the completion of the contract work.
    1. **CLOSE OUT DOCUMENTS, GUARANTEES, WARRANTIES, OPERATION MANUALS**
    - (2) Each Contractor shall be prepared for the Owner's Design Professionals to make a final inspection of the construction (accompanied by CM Representative) and certify the completion of construction in writing. The inspection will be scheduled at least 15 days prior to the scheduled completion date.
    - (3) All Guarantees and Warranties shall be in writing and be delivered to CM at the time of the final inspection. In conjunction with this delivery, Contractor shall prepare and deliver to CM a listing (company, and name, address, day and night phone numbers) of contacts for service calls.
      - (a) Note that no final invoice will be processed until all close-out documentation is received.
    - (4) The following is a list of O&M items to delivered to CM at the above stated time.
      - (a) Note that this is to be a rider to the O&M information required by the specification and not to be an all inclusive list.
      - (b) Contractor shall furnish Contract specific items. If an item is not applicable to a Contractor agreement then it may be disregarded
      - (c) Contractor shall provide two (2) sets of the manufacturer's operation and service manuals of all equipment.
      - (d) All warranties and guarantees shall be issued in the name of the Owner

- (e) Contractor shall provide all relevant documents on the following “CLOSE OUT DOCUMENT LIST”.
- (i) Paving warranty (1 year).
  - (ii) Roofing and watertight warranty from manufacturer (20 years)
  - (iii) Contractor Blanket Warranty (1 year)
  - (iv) Roof installer warranty (3 years)
  - (v) HVAC units (1 year general / 5 year compressor)
  - (vi) Caulking and Sealants (5 years)
  - (vii) Store front Aluminum Warranty (3 years)
  - (viii) \*Soil treatment of termites (5 year certificate)
  - (ix) Masonry waterproofing (5 year)
  - (x) Foundation Inspection and Certification.
  - (xi) Structural Steel Inspection and Certification.
  - (xii) Fire Sprinkler Material and Test certificate (above and below grade)
  - (xiii) Water line pressure test.
  - (xiv) Gas Line pressure test
  - (xv) Sanitary sewer flow test
  - (xvi) Domestic Water Sterilization Certification
  - (xvii) Electrical Panel Balance and Phase Test
  - (xviii) HVAC Test and Balance report
  - (xix) HVAC and Control Panel start-up report and certification that systems perform according to specifications.
  - (xx) Fire protection systems Warranty (1 year) and Certification letter that states all corrections have been completed according to Fire Marshall.
  - (xxi) As-Built drawings and Specifications two (2) complete and one (1) reproducible.
  - (xxii) Final Contractor’s List and Phone Numbers.
  - (xxiii) Final Lien Releases from Contractor
  - (xxiv) Punch list Completion Statement from Contractor that all items related to the associated contract have been completed
  - (xxv) 11-Month Warranty Inspection and Punch list.
  - (xxvi) Waste manifests for the transportation of environmental waste.

END OF SECTION



**SECTION 01 35 00 – CONTRACTOR EMPLOYEE BACKGROUND CHECK**

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

END OF SECTION



**SECTION 01 35 23 - SAFETY PROGRAM**

1. **GENERAL**

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

2. **SAFETY PROGRAM**

- 2.1 Prior to commencing the Work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- 2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be site specific. Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- 2.3 Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- 2.4 Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

3. **SUBSTANCE ABUSE POLICY STATEMENT**

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

- 3.1 It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
- 3.2 It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- 3.3 It is a violation for employees and Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

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

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

4. **EXECUTION**

- 4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- 4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.
- 4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- 4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- 4.6 Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant

damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within forty-eight hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.

- 4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- 4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
  2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
  3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
  4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
  5. Setting a good example for his workers.
  6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
  7. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.
  8. Holding weekly "tool box" safety meetings with his men to:
    - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
    - b. Review the accident experience of his crew and discuss correction of accident causes.
    - c. Encourage safety suggestions from his men.
  9. Seeing that prompt medical treatment is administered to an injured employee.
  10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
  11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.

5. **SAFETY MEETINGS**

- 5.1 The Contractor's Project Manager or Superintendent shall attend weekly or biweekly

supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

6.1 The Contractor shall schedule weekly “tool box” safety sessions to be held by his job safety supervisor or superintendent for all of his employees.

6.2 A member of the Contractor’s management staff shall periodically attend “tool box” safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

7.1 Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.

7.2 Contractors shall promptly complete an accident investigation report of all accidents.

7.3 A record of all “tool box” safety sessions shall be made and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

8.1 The Construction Manager may employ the services of a Safety Representative on the project.

8.2 The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.

8.3 The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.

8.4 The Construction Manager will distribute the Safety Representative’s report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

9.1 The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:

1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.

9.2 If the Construction Manager directs the Contractor to stop the work due to safety violation, it

will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.

- 9.3 If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

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

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

11. FALL PROTECTION PROCEDURES

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

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

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

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

with OSHA standards.

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

END OF SECTION

**SECTION 01 45 00 - QUALITY CONTROL**

1. **DESCRIPTION**

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

2. **RESPONSIBILITIES**

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

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

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

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

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

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

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

2.6 Submittals: Contractor shall submit a certified written report of each test, Inspection or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

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

1. Name of testing agency or test laboratory.
2. Dates and locations of samples, tests or inspections.
3. Names of individual present.

4. Complete inspection of test data.
  5. Test results.
  6. Interpretations.
  7. Recommendations.
- 2.8 Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for “Cutting and Patching.”

END OF SECTION

**SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Work of this section is for each identified phase of the work

**1.2 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

**1.3 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Contractor is responsible for dislocating hoses and verifying water is turned off at water source locations. Where hose bibbs and valves are secured, contractor to verify they are resecured at the end of the work day
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Extension cords and power distribution devices are to be UL rated. Exterior devices are to have ground fault protection. Contractor is responsible for identifying circuits and maximum power draw. Contractor is responsible for resetting or replacing breakers if necessary. Confirm use of circuits will not interfere with school operation.
  - 1. The contractor is responsible for providing any additional power, or higher voltages not available from the school source. This can be provided by metered temporary power, or on site generator.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Field office is not required. The school will identify meeting spaces within the existing buildings to include tables and chairs. Contractor will be responsible for providing on site location for access to drawings and submittals
- B. Storage and Fabrication areas or structures: Provide secure storage areas or structures to accommodate materials and equipment for construction operations. Storage of materials and equipment will NOT be permitted in the building. Storage areas and structures are to be removed from site at conclusion of each construction phase. Owner MAY permit limited storage between phases.
  - 1. Coordinate location of storage areas with owner.
    - a. Do not affect fire lane access
    - b. Do not affect general access to site
  - 2. Obtain approval and coordinate location of long term storage with owner

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Coordinate location of facilities with owner
  - 2. Contractor responsible for arranging and paying all charges associated with delivery, emptying, cleaning and removal
- B. Telephone Service: Provide superintendent with cellular telephone.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Temporary Use of Permanent Roads and Paved Areas: Limit use of existing drive, parking and other paved areas to that required for construction. Repair any areas damaged by equipment, deliveries or construction at conclusion of each phase.

- B. Parking: Parking areas for construction personnel will be identified by owner
- C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At completion of each phase, restore stairs to condition existing before initial use.
  - 1. Stair use is limited to personnel only as directed or permitted by owner. Materials and equipment are all to be delivered from the exterior
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Barricades, Warning Signs, covered walkways etc. to protect persons and property
  - 1. Contractor is responsible for repair of any vehicles or equipment owned and not owned by the school caused by work associated with this project including damage during deliveries

END OF SECTION 015000



**SECTION 01 62 00 - MATERIAL AND EQUIPMENT**

1. **GENERAL CONDITIONS**

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- 1.2 Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. **REQUIREMENTS INCLUDED**

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

3. MANUFACTURER'S INSTRUCTIONS

3.1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.

1. Maintain one set of complete instructions at the job site during installation and until completion.

3.2 Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

4.1 Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.

4.2 Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

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

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

5.2 Exterior Storage

1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with

impervious sheet coverings; provide adequate ventilation to avoid condensation.

2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.
- 5.3 Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- 5.4 Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
  1. Roof insulation.
  2. Roofing materials, including solvents.
  3. Cleaning and other solvents.
  4. Fuels.
- 5.5 Protection after Installation:
  1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## 6. SUBSTITUTIONS AND PRODUCT OPTIONS

- 6.1 Product List.
  1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.
- 6.2 Contractor's Options.
  1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
  2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
  3. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 1.6.3.
  4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

6.3 Substitutions.

1. Until a date no later than ten (10) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
  2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    1. Comparison of the qualities of the proposed substitution with that specified.
    2. Changes required in other elements of the Work because of the substitution.
    3. Effect on the construction schedule.
    4. Cost data comparing the proposed substitution with the Product specified.
    5. Any required license fees or royalties.
    6. Availability of maintenance service, and source of replacement materials.
  3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
  4. A request for a substitution constitutes a representation that Bidder:
    1. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
    2. will provide the same warranties or bonds for the substitution as for the Product specified;
    3. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
    4. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- 6.4 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.
- 6.5 **MATERIAL LOADING LOGISTICS**: Any and all costs associated with stocking the job with labor and material and other site logistical issues such as parking, off hours stocking shall be INCLUDED in the BASE BID for this project.

END OF SECTION

## CONSTRUCTION WASTE MANAGEMENT

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

#### 1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

#### 1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

## 1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
1. Salvage
  2. Reuse
  3. Source-Separated CDL Recycling
  4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
1. Acoustical ceiling tiles
  2. Asphalt
  3. Asphalt shingles
  4. Cardboard packaging
  5. Carpet and carpet pad
  6. Concrete
  7. Drywall
  8. Fluorescent lights and ballasts
  9. Land clearing debris (vegetation, stumpage, dirt)
  10. Metals
  11. Paint (through hazardous waste outlets)
  12. Wood
  13. Plastic film (sheeting, shrink wrap, packaging)
  14. Window glass
  15. Wood
  16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

## 1.4 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
    - a. Owner
    - b. Architect
    - c. Contractor's superintendent
    - d. Major subcontractors
    - e. Waste Management Coordinator
    - f. Other concerned parties

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
  - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  - b. Review requirements for documenting quantities of each type of waste and its disposition.
  - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - e. Review waste management requirements for each trade.
3. Minutes: Record discussion. Distribute meeting minutes to all participants.  
Note: If there is a Project Architect, they will perform this role.

1.5 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
  1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a. Contracting with a deconstruction specialist to salvage materials generated,
    - b. Selective salvage as part of demolition contractor's work,
    - c. Reuse of materials on-site or sale or donation to a third party.
  3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a. Requiring subcontractors to take their CDL waste to a recycling facility;
    - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
    - c. Processing and reusing materials on-site;
    - d. Self-hauling to a recycling or material recovery facility.
  4. Name of recycling or material recovery facility receiving the CDL wastes.
  5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
  2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  3. Total cost of disposal (with no waste management).
  4. Revenue from salvaged materials.
  5. Revenue from recycled materials.
  6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.
  8. Handling and transportation costs. Including cost of collection containers for each type of waste.
  9. Net additional cost or net savings from waste management plan.

## PART 2 - PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

### 3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.

3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

END OF SECTION

<b>WASTE MANAGEMENT PROGRESS REPORT</b>				
<b>MATERIAL CATEGORY</b>	<b>DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL</b>	<b>DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE</b>		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

**SECTION 01 77 00 - CONTRACT CLOSE OUT**

**1. DESCRIPTION OF REQUIREMENTS**

1.1 Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to phased individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

**2. PROCEDURES AT SUBSTANTIAL COMPLETION**

2.1 Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:

1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
3. complete instructions of Owner's operating personnel, and start up of systems; and
4. complete final cleaning and remove temporary facilities and tools.

2.2 Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will proceed with inspection. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.

2.3 Punch List Procedures: Contractor shall be given a copy of the punch list with its appropriate work identified. Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

**3. PROCEDURES AT FINAL ACCEPTANCE**

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

4. RECORD DOCUMENTATION

- 4.1 Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- 4.2 State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.

END OF SECTION

**SECTION 05 52 13 - PIPE AND TUBE RAILINGS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Non-Penetrating Equipment guard rail.
- B. Related Requirements:
  - 1. Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing"

**1.3 ACTION SUBMITTALS**

- A. Product Data: For the following:
  - 1. Manufacturer's product lines of mechanically connected railings.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Deliver materials to the job site in good condition and adequately protected against damage as handrails are a finished product.
- C. Inspect rail sections for damage before signing the receipt from the trucking company. Truck driver must note damaged goods on the bill of lading if damaged product is found.
- D. Store products in manufacturer's unopened packaging until ready for installation.

**1.5 FIELD CONDITIONS**

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.6 WARRANTY:

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Steel Pipe and Tube Railings:

1. Basis-of-Design Product: SafetyRail 2000 Architectural Series Guardrail System. Manufacturer: BlueWater Mfg., Inc., distributed by Dakota Safety which is located at: 584 Coventry Pkwy. ; St. Paul, MN 55123; Toll Free Tel: 866-503-7245; Fax: 866-503-7245; Email: [info@dakotasafety.com](mailto:info@dakotasafety.com); Web: [www.dakotasafety.com](http://www.dakotasafety.com) Subject to compliance with requirements, products by other manufacturers may be considered:
2. 42" high 1-1/4" railings and stanchions. Powder coat paint over hot dipped galvanized steel

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.

1. System shall meet and exceed OSHA Standards - 29 CFR 1926.502 (b) and 1910.23 (e).

B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:
  - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
  - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
  - c. Uniform and concentrated loads need not be assumed to act concurrently.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C, material surfaces)

2.3 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

- C. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Color and Gloss: As selected from manufacturer's full range

## 2.4 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

### 3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).

- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
  - 1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.
  - 1. .
- F. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- G. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint shall be as required.
- H. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

### 3.3 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Touch-up, repair or replace damaged products before Substantial Completion

END OF SECTION 055213

**SECTION 07 01 50.19 - PREPARATION FOR REROOFING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Full tear-off of entire roof and insulation.
2. Inspection and repair of substrate for new roof installation.
3. Removal of base flashings.
4. Temporary roofing.

B. Related Requirements:

1. Section 011000 "Summary" for use of the premises and phasing requirements.
2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 ALLOWANCES

- A. Work in this Section is affected by allowances as noted.

1.4 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. Full Roof Tear-Off: Removal of existing roofing from insulation, deck, or sheathing.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, sections, and details.
- C. Temporary Roofing Submittal: Product data and description of temporary roofing system. If temporary roof remains in place, include surface preparation requirements needed to receive permanent roof, and submit a letter from roofing manufacturer, stating acceptance of the

temporary roof and that its inclusion does not adversely affect the roofing system's resistance to fire and wind.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

#### 1.7 QUALITY ASSURANCE

- A. Reroofing Conference: Conduct conference at Project site.
  - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing system tear-off and replacement, including, but not limited to, the following:
    - a. Reroofing preparation, including roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system components that are to remain.
    - c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
    - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
    - e. Existing roof deck conditions requiring notification of Architect.
    - f. Existing roof deck removal procedures and Owner notifications.
    - g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
    - h. Structural loading limitations of roof deck during reroofing.
    - i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
    - j. HVAC shutdown and sealing of air intakes.
    - k. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
    - l. Asbestos removal and discovery of asbestos-containing materials.
    - m. Governing regulations and requirements for insurance and certificates if applicable.
    - n. Existing conditions that may require notification of Architect before proceeding.

#### 1.8 FIELD CONDITIONS

- A. Existing Roofing System: stone ballast EPDM.

- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
- F. Limit construction loads on roof to 25 psf for rooftop equipment wheel loads and 25 psf for uniformly distributed loads. Provide pads and walkways as necessary to properly distribute construction loads
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY PROTECTION MATERIALS

- A. Expanded Polystyrene (EPS) Insulation: ASTM C 578.
- B. Plywood: DOC PS1, Grade CD Exposure 1.
- C. OSB: DOC PS2, Exposure 1.

### 2.2 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are Contractor's responsibilities to maintain water tight facility during reroofing process
- B. Submit product data and recommended means and methods prior to starting work.
- C. Verify materials and accessories are compatible with existing roofing and flashing systems

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Shut off rooftop utilities and service piping before beginning the Work.
- B. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Architect of any blockages or restrictions.
- C. Protect existing roofing system that is not to be reroofed.
  - 1. Limit traffic and material storage to areas of existing roofing that have been protected.
  - 2. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing roofing system components that are to remain.

**3.2 ROOF TEAR-OFF**

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Remove aggregate ballast from roofing
- C. Remove pavers and accessories from roofing

**3.3 DECK INSPECTION**

- A. Inspect existing deck after tear-off of roofing system.
- B. Notify the architect if the surface is unsuitable for receiving new roofing, if structural integrity of deck is suspect, or if deck shows evidence of water damage or other deterioration that may affect the new roof installation. Do not proceed with installation until directed by Architect.
- C. Replacement or repair of deck shall be as directed by Architect, and will be paid for as work of the allowance included in the Contract Documents.

3.4 FLASHING AND COPING INSPECTION

- A. Inspect existing thru-wall flashing and counter flashing conditions and verify suitability for new roof insulation. Notify architect of conditions that will affect the roof installation and/or warranty
- B. Inspect existing parapet copings, gravel stops, and scuppers and verify suitability for new roof insulation. Notify architect of conditions that will affect the roof installation and/or warranty

3.5 TEMPORARY ROOFING

- A. Install approved temporary roofing over area to be reroofed.
- B. Remove temporary roofing before installing new roofing. Material can be re-used in other areas if not damaged

3.6 BASE FLASHING REMOVAL

- A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish

3.7 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19



**SECTION 07 53 23 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof insulation.
3. Wood Blocking

B. Related Requirements:

1. Section 070150.19 "Preparation for Re-Roofing"
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 077129 "Manufactured Roof Expansion Joints" for proprietary manufactured roof expansion-joint assemblies.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at location to be determined.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
  - 1. Base flashings and membrane terminations.
  - 2. Insulation patterns for corner, perimeter, and field-of-roof locations.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - 1. Submit evidence of complying with performance requirements.
- C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Research/Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

#### 1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  1. Special warranty includes membrane roofing, base flashings, roof insulation, roof pavers and other components of roofing system.
  2. Warranty Period 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  1. Warranty Period: Two years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation. Adhesive and other roof accessories for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the uplift pressures identified on the drawings:
- D. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM Global 4470 as part of a roofing system, and shall be listed in FM Global's "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
  - 1. Fire/Windstorm Classification: Class 1A-90.
  - 2. Hail-Resistance Rating: MH.
- E. Energy Star Listing: Roofing system shall be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for **low**-slope roof products.
- F. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

### 2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type I, nonreinforced uniform, flexible EPDM sheet.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Carlisle "Sure-Seal" or comparable product by one of the following:
    - a. Firestone Building Products.
    - b. Johns Manville.
  - 2. Thickness: 60 mils (1.5 mm) nominal.
  - 3. Exposed Face Color: Black .

### 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
  - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:
    - a. Plastic Foam Adhesives: 50 g/L.
    - b. Gypsum Board and Panel Adhesives: 50 g/L.
    - c. Multipurpose Construction Adhesives: 70 g/L.
    - d. Fiberglass Adhesives: 80 g/L.
    - e. Single-Ply Roof Membrane Adhesives: 250 g/L.
    - f. Single-Ply Roof Membrane Sealants: 450 g/L.
    - g. Nonmembrane Roof Sealants: 300 g/L.
    - h. Sealant Primers for Nonporous Substrates: 250 g/L.
    - i. Sealant Primers for Porous Substrates: 775 g/L.
    - j. Other Adhesives and Sealants: 250 g/L.

3. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55- to 60-mil- (1.4- to 1.5-mm-) thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Seaming Material: Factory applied Seaming Tape
- F. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.

## 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Global-approved roof insulation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, felt or glass-fiber mat facer on both major surfaces.
  1. LTTR R-value: 5.7/inch
  2. Thickness as noted on drawings
- C. Cricket material as required to achieve minimum finish slope of 1/2 inch per 12 inches unless otherwise indicated.
  1. See attached Cricket Layout Plan.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated or required for sloping to drain.

## 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
  1. Modified asphaltic, asbestos-free, cold-applied adhesive.
  2. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
  3. Full-spread spray-applied, low-rise, two-component urethane adhesive.

- C. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer. At pressure treated wood blocking use non-metallic or stainless steel fasteners and plates.

## 2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.

## 2.8 WOOD BLOCKING AND NAILERS

### A. LUMBER

- 1. For items of dimension lumber size, Standard, Stud, or No. 3 grade lumber of any species

### B. WOOD-PRESERVATIVE-TREATED LUMBER

- 1. Preservative Treatment by Pressure Process: AWWA U1; UC3b
- 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material
- 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review

## 2.9 ROOF DRAINS

- A. Basis of design product: Zurn 100 for 6" pipe connection

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

- C. Install insulation strips according to acoustical roof deck manufacturer's written instructions.

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

### 3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
  - 1. Mechanically fasten base layer, and areas of single layer insulation
  - 2. Adhere second layer of insulation
    - a. Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- C. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (68 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

### 3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- E. Apply roofing with side laps shingled with slope of roof deck where possible.

- F. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
  - 1. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- G. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- H. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

### 3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.7 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Flood Testing: Flood test each roofing area for leaks, according to recommendations in ASTM D 5957, after completing roofing and flashing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
  - 1. Flood to an average depth of 2-1/2 inches (65 mm) with a minimum depth of 1 inch (25 mm) and not exceeding a depth of 4 inches (100 mm). Maintain 2 inches (50 mm) of clearance from top of base flashing.
  - 2. Flood each area for 24 hours.
  - 3. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

- D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: **<Insert name of Owner>**.
  - 2. Address: **<Insert address>**.
  - 3. Building Name/Type: **<Insert information>**.
  - 4. Address: **<Insert address>**.
  - 5. Area of Work: **<Insert information>**.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: **<Insert time>**.
  - 8. Expiration Date: \_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
  - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding **<Insert mph (m/sec)>**;
    - c. fire;
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;

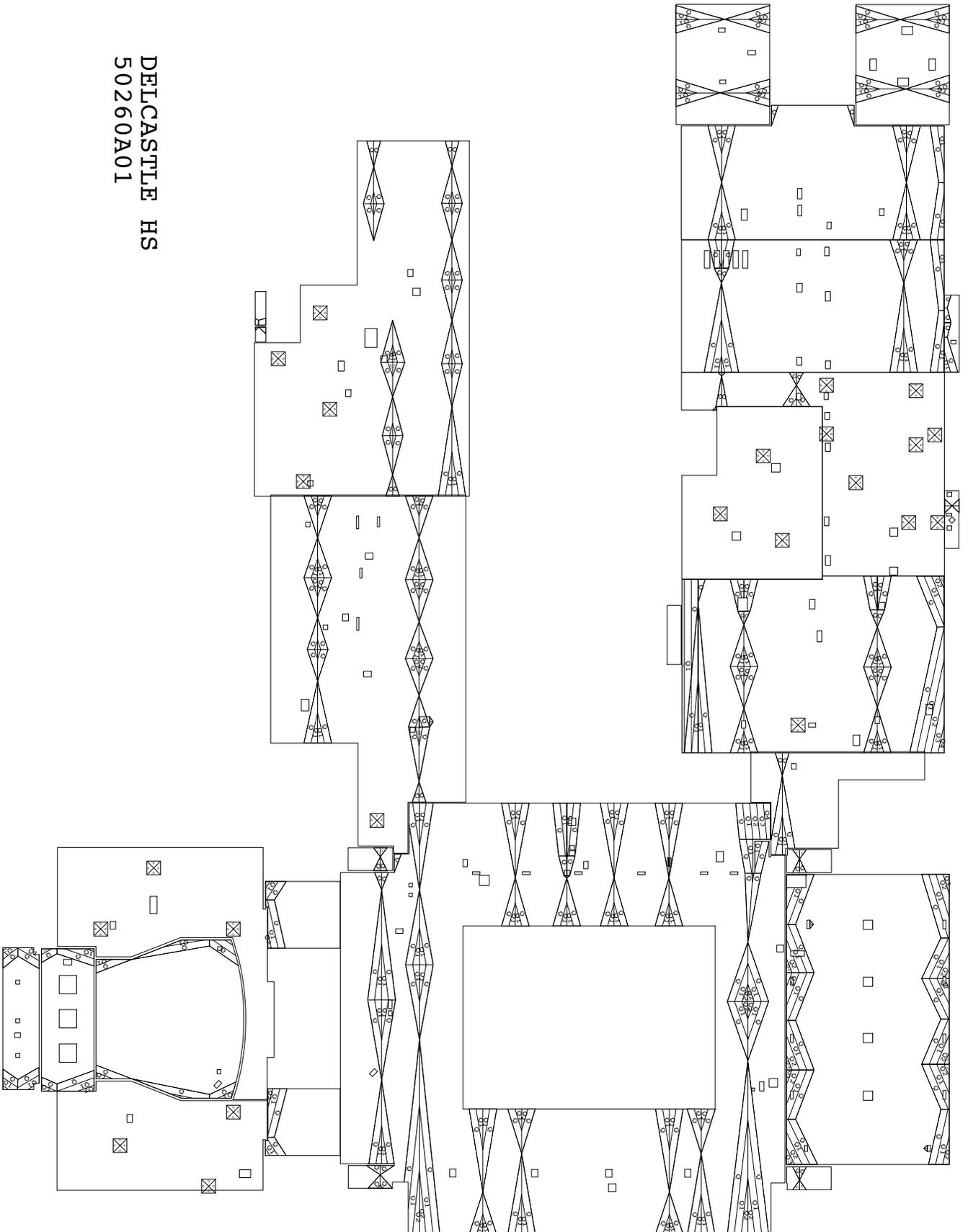
- e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
  - f. vapor condensation on bottom of roofing; and
  - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
- 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  - 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  - 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  - 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
  - 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  - 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

- 1. Authorized Signature: \_\_\_\_\_.
- 2. Name: \_\_\_\_\_.
- 3. Title: \_\_\_\_\_.

END OF SECTION 075323

DELCASTLE HS  
50260A01





**SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Copings, Fascia, and Gravel stops.
- B. Related Requirements:
  - 1. Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing"
  - 2. Section 077929 "Manufactured Roof Expansion Joints"

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
  - 3. Review requirements for insurance and certificates if applicable.
  - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
  2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  4. Include details for forming, including profiles, shapes, seams, and dimensions.
  5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  6. Include details of termination points and assemblies.
  7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  8. Include details of roof-penetration flashing.
  9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
  10. Include details of special conditions.
  11. Include details of connections to adjoining work.
  12. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches (1:10).
- C. Samples for Initial Selection of materials requiring color selection: Manufacturer color cards. Photo copy or email submissions not acceptable. 3 possible selections to be made
- D. Samples for Verification of materials requiring color selection: 12" sample of each initial color selection
- E. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:
  - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 PARAPET COPING SYSTEM

- A. Continuous Cleat Coping: Metal coping cap with continuous galvanized steel anchor cleats and gutter support chairs for capping any parapet wall. The system shall be watertight, maintenance free, and not require exposed fasteners or sealant. Joints shall be butt type with concealed splice plates.
- B. Basis-of-Design Product: For purposes of design, detail and quality standards “Secure Edge 400 Spring-Tite Coping” by Carlisle Metal Products is identified. Other products meeting the roof manufacturer’s warranty and installation requirements are acceptable.
- C. PERFORMANCE CHARACTERISTICS
  1. Coping sections shall expand and contract freely while mechanically locked in place on anchor cleats.
  2. Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals’ listing for required windstorm classification
- D. Metal .050” aluminum with Kynar coating.
- E. Coping cap: Length of 10'-0” (3048 mm); width to match existing conditions.
- F. Coping vertical face and back leg: Product Standard
- G. Internal splice plates: Shall be concealed with matching finish to maintain outside face continuity.
- H. Coping Cleat: Product Standard
- I. Coping Clip: Product Standard
- J. Fasteners: Shall be screw type with a minimum pull-out resistance of 240 # (109 kg) as supplied by the manufacturer per substrate application. No exposed fasteners shall be permitted. Fasteners shall be electrolytically compatible.
- K. Finishes: Shall be precoated Kynar-500 from manufacturer’s color as selected from manufacturer standard color line.

## 2.3 ROOF EDGE TRIM (GRAVEL STOP)

Basis of Design Product: “Secure Edge 400 Fascia Cover” by Carlisle Metal Products is identified. Other products meeting the roof manufacturer’s warranty and installation requirements are acceptable

- A. Performance Characteristics

1. Sections shall expand and contract freely while mechanically locked in place on anchor cleats.
  2. Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification
- B. Metal .050" aluminum with Kynar coating
- C. Length of 10'-0" (3048 mm);
- D. Spring cant: Shall be Product Standard
- E. Fasteners: Stainless steel 1-1/2" ring shank nails as provided by the manufacturer. No exposed fasteners permitted
- F. Finishes: Shall be precoated Kynar-500 from manufacturer's color as selected from manufacturer standard color line

#### 2.4 MISCELLANEOUS MATERIALS

- A. Elastomeric Sealant: ASTM C 920, elastomeric silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- B. Underlayment: Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. General: Anchor copings and gravel stop securely in place, with provisions for thermal and structural movement.
1. Install true to line, levels, and slopes. Provide uniform, neat seams

2. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
  1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- D. Seal joints as required for watertight construction.
  1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

### 3.3 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

### 3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
  
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200



**SECTION 07 71 29 - MANUFACTURED ROOF EXPANSION JOINTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Bellows-type roof expansion joints.
- 2. Aluminum roof expansion joints.

B. Related Requirements:

- 1. Section 061053 "Miscellaneous Carpentry" for wooden curbs or cants for mounting roof expansion joints.
- 2. Section 075323 "EPDM" for roofing system.
- 3. Section 076200 "Sheet Metal Flashing and Trim" for shop and field-fabricated sheet metal expansion-joint systems, flashing, and other sheet metal items.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

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

- B. Shop Drawings: For roof expansion joints.

- 1. Include plans, elevations, sections, and attachment details.
- 2. Include details of splices, intersections, transitions, fittings, method of field assembly, and location and size of each field splice.
- 3. Provide isometric drawings of intersections, terminations, and changes in joint direction or planes, depicting how components interconnect with each other and adjacent construction to allow movement and achieve waterproof continuity.

- C. Samples: For each exposed product and for each color specified, 6 inches (150 mm) in size.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each fire-barrier provided as part of a roof-expansion-joint assembly, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of roofing membrane.

1.7 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof expansion joints that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than five Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

- C. Fire-Test-Response Characteristics: Provide fire-barrier assemblies with fire-test-response characteristics as determined by testing identical products, per test method indicated, by UL or another testing agency acceptable to authorities having jurisdiction. Assemblies shall be capable of anticipated movement while maintaining fire rating. Fire-barrier products shall bear classification marking of qualified testing agency.

## 2.2 BELLOWS-TYPE ROOF EXPANSION JOINTS

- A. Source Limitations: Obtain bellows-type roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.
- B. Flanged Bellows Roof Expansion Joint: Manufactured, continuous, waterproof, joint-cover assembly, consisting of exposed membrane bellows, laminated to flexible, closed-cell support foam, and secured along each edge to a 3- to 4-inch- (76- to 100-mm-) wide metal flange for nailing to substrate. Provide each size and type indicated, factory-fabricated units for corner and joint intersections and horizontal and vertical transitions including those to other building expansion joints, splicing units, adhesives, and other components as recommended by roof-expansion-joint manufacturer for complete installation. Fabricate each assembly specifically for installation configuration indicated on Drawings.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Architectural Art Manufacturing Inc.; a division of Pittcon Architectural Metals, LLC.
    - b. Balco, Inc.
    - c. Building Materials Corporation of America; GAF Materials Corporation.
    - d. C/S Group.
    - e. InPro Corporation.
    - f. Johns Manville; a Berkshire Hathaway company.
    - g. MM Systems Corporation.
    - h. Watson Bowman Acme Corp.
  - 2. Joint Movement Capability: Plus and minus 50 percent of joint size or as indicated on Drawings.
  - 3. Bellows: EPDM or PVC flexible membrane, nominal 60 mils (1.5 mm) thick.
    - a. Color: White.
  - 4. Flanges: Aluminum, 0.032 inch (0.81 mm) thick.
    - a. Form: Angle formed to fit curbs as indicated on Drawings.
    - b. Mortar Flanges: Where flanges will be embedded in concrete or mortar, provide perforated-metal mortar flanges.
  - 5. Cover Membrane: EPDM or PVC flexible membrane, factory laminated to bellows and covering entire joint assembly and curbs.
    - a. Color: White.

6. Secondary Seal: Continuous, waterproof PVC membrane within joint and attached to substrate on sides of joint below the primary bellows assembly.
  - a. Thermal Insulation: Fill space above secondary seal with manufacturer's standard, factory-installed glass-fiber insulation; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84.
7. Fire Barrier: Manufacturer's standard fire-resistive joint system with ratings determined per ASTM E 1966 or UL 2079 to resist spread of fire and to accommodate building thermal and seismic movements without impairing its ability to resist the passage of fire and hot gases.
  - a. Fire-Resistance Rating: Not less than fire-resistance rating of the roof assembly.

### 2.3 MATERIALS

- A. Galvanized-Steel Sheet: ASTM A 653/A 653M, hot-dip zinc-coating designation G90 (Z275).
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.
- D. Aluminum: ASTM B 209 (ASTM B 209M) for sheet and plate, ASTM B 221 (ASTM B 221M) for extrusions; alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
  1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious or preservative-treated wood materials.
  2. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
- E. EPDM Membrane: ASTM D 4637, Type standard with manufacturer for application.
- F. Neoprene Membrane: Neoprene sheet recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil; and as standard with roof-expansion-joint manufacturer for application.
- G. PVC Membrane: ASTM D 4434, Type standard with manufacturer for application.
- H. Silicone Extrusions: ASTM D 2000, UV stabilized, and that does not propagate flame.
- I. Adhesives: As recommended by roof-expansion-joint manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- J. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.

1. Exposed Fasteners: Gasketed. Use screws with hex washer heads matching color of material being fastened.
- K. Mineral-Fiber Blanket: ASTM C 665.
- L. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.
  1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
  2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  3. Provide for linear thermal expansion of roof expansion joint materials.
  4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
  5. Provide uniform, neat seams.
  6. Install roof expansion joints to fit substrates and to result in watertight performance.
  7. Torch cutting of roof expansion joints is not permitted.
  8. Do not use graphite pencils to mark aluminum surfaces.
- B. Directional Changes and Other Expansion-Control Joint Systems: Coordinate installation of roof expansion joints with other expansion-control joint systems to result in watertight performance. Install factory-fabricated units at directional changes and at transitions between roof expansion joints and exterior expansion-control joint systems specified in Section 079500 "Expansion Control" to provide continuous, uninterrupted, and watertight joints.
- C. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.

1. Install waterproof splices and prefabricated end dams to prevent leakage of secondary-seal membrane.
- D. Fire Barrier: Install fire barrier where indicated to provide continuous, uninterrupted fire resistance throughout length of roof expansion joint, including transitions and end joints.
- E. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

### 3.3 PROTECTION

- A. Protect roof expansion joints from foot traffic, displacement, or other damage.
- B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

END OF SECTION 077129