NCC VOCATIONAL TECHNICAL SCHOOL DISTRICT

RENOVATIONS TO HOWARD HIGH SCHOOL OF TECHNOLOGY

BID PACKAGE 'J'

October 6, 2017

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DIVISION 26 - ELECTRICAL

265111 Interior Light Fixture Restoration

END OF SECTION

SECTION 001113 ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that bids for the following prime contract will be received for the renovations to the Howard High School of Technology. Bids will be received at **EDiS Company 110 South Poplar Street, Suite 400 Wilmington Delaware 19801 until 2:00 PM local time on Tuesday, November 21, 2017**.

Contract HHS-50: Interior Light Fixture Restoration

Bidding Document

Documents may be viewed and downloaded at EDiS' FTP site on or after Tuesday, October 31, 2017. Bidders requesting the log on information may obtain user name and password permission by contacting Jackie McKee with EDiS Company at jmckee@ediscompany.com. Each contractor will be required to provide the following information prior to receiving the log on information: company name, contact name, email address, phone number, fax number and postal mailing address.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums.

Pre-Bid Meeting

A pre-bid meeting will be held at **Howard High School Annex Building, 401 East 12th Street Wilmington, Delaware 19801** on **Friday, November 3, 2017 at 1:00 PM local time** (safety glass, hard hats, and closed toe shoes are required)**.** A site visit will be conducted immediately following the pre-bid meeting. These site visits will be the only opportunities for the bidders to visit the existing building and review existing conditions affecting the work. Attendance is highly recommended but not mandatory.

Questions

Please contact EDiS Company, Kevin Lucas at or 302-421-2893 or 302-420-3083 with questions.

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

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

Bonds are not required.

Pursuant to the Office of Management and Budget (OMB) ***"4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects"*** requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:
http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.pdf

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

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

B. All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.

C. "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.

D. The term Work is defined in 1.1.3 of the General Conditions.

E. 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 011100 - 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".

F. A "Bid" is a complete and properly executed proposal to do one or more Units of Work for the sum stipulated therein.

G. A "Bidder" is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.

H. 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.

I. General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

Q. 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.

R. 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

A. 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.

B. 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

A. ISSUANCE

1. The drawings and specifications of preceding bid packages may not be issued with the drawings and specifications of this bid package, but are included by reference in the Table of Contents. Contractors bidding on work in this bid package are responsible for knowing what work has preceded this bid package and how it affects its work. In order to assist contractors in this effort, the contract documents from preceding or simultaneous bid packages will be available for review at the Construction Manager's main office and job site office. Bidding documents will be available on the EDiS FTP site, **bids.ediscompany.com**. It is the responsibility of each Bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Bidding documents will be made available to qualified bidders only. Contractors are advised that no change orders will be allowed that are based on ignorance of work assigned in preceding or simultaneous bid packages.

2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.

3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding

Documents.

4. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

B. 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.

C. SUBSTITUTIONS

1. Refer to Specification Section 016200 - MATERIAL AND EQUIPMENT.

2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

D. ADDENDA

1. Addenda will be emailed, 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 email, fax or by U.S. Mail to the addresses 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

A. 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 affix his seal to the bid form, if organized as a corporation.

B. 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. The Bidder shall include signed Affidavit(s) for the Bidder certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects."

C. 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 NINETY (90) 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

A. 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.

B. 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

A. 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. <u>EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS</u>

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

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

B. The Contractor will, in all 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.

C. 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.

D. 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 herby shall be in conflict with subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 "every contract… shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly." Further, that "the Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll." 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. EXECUTION OF AGREEMENT

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

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

C. 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.

D. The Bidder shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors.

E. If the successful Bidder fails to execute the required Contract, 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.

10. GENERAL COMMENTS

A. BUSINESS LICENSES FOR SUBCONTRACTORS

The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses and taxpayer identification number (i.e. federal employer identification number or social security number) of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

B. 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.

C. STATE LICENSE AND TAX REQUIREMENTS

The Contractor and Subcontractor shall be licensed to do business in the State of Delaware & New Castle County 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 . . ."

D. 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.

E. PREFERENCE FOR DELAWARE LABOR

In the construction of all public works for the State or any political subdivision thereof or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any persons, 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.

END OF SECTION

Contract No. HHS-50 Interior Light Fixture Restoration

BID FORM

For Bids Due: _____

To: NCC Vocational Technical School District
1417 Newport Road
Wilmington, DE 19804

Name of Bidder: _____

Bidder Address: _____

_____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

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
N/A

UNIT PRICES
N/A

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 ninety (90) days the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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

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

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

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

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

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

_____
(State of Corporation)

Business Address: _____
_____
_____
_____

Witness: _____ By: _____
(Authorized Signature)

(SEAL) _____
(Title)

Date: _____

ATTACHMENTS

Affidavit of Employee Drug Testing Program
Delaware Business License
New Castle County License
(Others as Required by Project Manuals)

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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.

END OF SECTION

SECTION 005200 - AGREEMENT

1. SUMMARY

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

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

1.2.1 Under Article 5.1.4.5 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

SECTION 006216 – CERTIFICATE OF INSURANCE

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

GENERAL NOTES

1. Other Insurance

   A. 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 "ACORD" form Certificate of Insurance:

   A. Name and Address of Insured (Contractor).
   B. Description of Operations/Locations -

3. Added Insured – NCC Vocational Technical School District and EDiS Company

4. Certificate Holder – New Castle County Vocational Technical School District
   1417 Newport Road
   Wilmington, Delaware 19804

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

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

END OF SECTION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURERS AFFORDING COVERAGE

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

INSURED

SAMPLE SUBCONTRACTOR CERTIFICATE
(REQUIRED MINIMUM INSURANCE)

COVERAGES

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

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

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

Project: Renovations to Howard High School of Technology - New Castle County Vocational Technical School District and EDiS Company shall be named as Additional Insureds for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER: ——— CANCELLATION

New Castle County Vocational Technical School District
1417 Newport Road
Wilmington, DE 19804

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

AUTHORIZED REPRESENTATIVE

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SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

A. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2009 Edition.

B. A copy of AIA Document A232 - 2009 Edition is bound into this Project Manual following this page.

END OF SECTION

AIA® Document A232™ – 2009

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

for the following PROJECT:
(Name, and location or address)

Renovations to Howard High School of Technology
401 East 12th Street
Wilmington, Delaware 19801

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

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

THE OWNER:
(Name, legal status and address)

New Castle County Vocational Technical School District
1417 Newport Road
Wilmington, Delaware 19801

THE ARCHITECT:
(Name, legal status and address)

ABHA Architects
1621 North Lincoln Street
Wilmington, Delaware 19806

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

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

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

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

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

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

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

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

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

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

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

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

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3.6 Taxes

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

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

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

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

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

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

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction Schedules

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

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

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

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

§ 4.2 Administration of the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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.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 insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

ARTICLE 8 TIME

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

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

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

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

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

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

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

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§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction

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Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.4 Performance Bond and Payment Bond – NOT USED

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

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may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and

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inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

§ 13.6 Interest

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

§ 13.7 Time Limits on Claims

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

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

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

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

§ 15.1.5 Claims for Additional Time

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

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

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

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

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

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

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§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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§ 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.

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STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT

SECTION 007300 - SUPPLEMENTARY GENERAL CONDITIONS A232-2009

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. ."

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

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

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

2.2.5 The Contractor shall be responsible to provide all Contract Documents (plans/specs) for their contract use. Owner will not supply documents.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

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

3.5 WARRANTY

Add the following Paragraphs:

3.5.1 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two year after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.

3.5.2 Non-conforming workduring the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

3.17 In the second sentence of the paragraph, insert "indemnify and" between "shall" and "hold".

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.1 General

4.1.2 Insert "As required by law," at the beginning of the first sentence.

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 and replace with the following:

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

Delete the second sentence of Paragraph 4.2.10 and replace with the following:

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

Add the following to Paragraph 4.2.16:

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

Add to Paragraph 4.2.19 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.3 in its entirety and replace with the following:

"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 Constructor who executes each separate Owner-Contractor Agreement."

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the

Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

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

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted into Building Blok (EDiS' Web-Based Project Management software) using AIA Document G702, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

~~11.4 PERFORMANCE BOND AND PAYMENT BOND~~

~~11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."~~

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4."

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

A. 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. 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. 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. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and is 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. "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. A Payroll Report, available from the Department of Labor is to be used to provide this information.

F. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200
FAX (302) 761-6601

Via Electronic and Regular Mail

October 20, 2017

Mr. Kevin Lucas
Edis Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19805

Re: NCC Howard High School Bid package J Phase II New Castle County DE

Dear Mr. Lucas:

I am responding to your request for a category determination for the NCC Howard High School Bid package J Phase II, which is a state funded construction project located in New Castle County, DE. The work consists of Restoration of historical light fixtures for the auditorium at Howard High School. . You estimate the total cost of construction for this project to be $150,000.00.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2017, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302 761 8326.

Sincerely,

Michael Hopkins

Michael Hopkins
Labor Law Enforcement Officer
Michael.Hopkins@state.de.us

Enclosures

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

Mailing Address:
4425 North Market St. 3rd FL
Wilmington, DE 19802

Located at:
4425 North Market St. 3rd FL
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIVERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 10/20/2017 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) 761-8200

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

PROJECT: NCC Howard High School Bid package J Phase II , New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
MMR Associates DBA Peninsula Glass and Michael Rooney, individually	679 Horse Pond Road, Dover, DE 19901	1/20/2015
Site Work Safety Supplies, Inc. and Peter Coker, individually	4020 Seven Hickories Road Dover, DE 19904	1/12/2016
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: May 11, 2017

SECTION 008114 – DRUG TESTING FORMS

1. SUMMARY

A. Pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly. See the form attached hereto.

B. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Number of employees who worked on the jobsite during the report period:_____

Number of employees subject to random testing during the report period:_____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

_____

_____

_____

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Name of employee with positive test result:_____

Last 4 digits of employee SSN:_____

Date test results received:_____

Action taken on employee in response to a positive test result:

_____

_____

_____

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

END OF SECTION

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

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

2. CONTRACTS

A. The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

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

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

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

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

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

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

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

Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.

B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.

C. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.

D. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.

E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.

F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.

G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.

H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled.

Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.

I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.

J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

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

B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.

C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.

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

E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor. Neither the owner or construction manager will be charged additional costs for storage during the project.

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

G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.

H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.

I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.

J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.

K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.

L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.

M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.

N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.

O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.

P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.

Q. Contractor shall submit a schedule of values to the Construction Manager, through Building Blok Management System, prior to the submission of their first invoice for approval.

R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.

S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.

T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.

U. 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.

V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.

W. Each individual Contractor will provide fine clean up on a daily basis. Fine cleaning will be defined as those means/methods utilized to ensure that all odors, dust, and debris will be non-existent within the project area at the end of each workday. In addition, means and methods shall be utilized that prevent the migration of odors, dust, debris, and excessive noise from migrating into non-working areas. An approved cleanup plan will be required before the initial start of the work. The construction manager reserves the right to stop the work, or any portion thereof, upon failure to provide the required cleaning. Contractors will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.

X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.

Y. This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.

Z. Existing mechanical, electrical, plumbing, sprinkler, medical gas, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in and

modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-startup of all systems should be performed by the Owner.

AA. NOT USED

AB. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.

AC. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.

AD. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.

AE. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

AF. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

AG. Temporary Protection: Provide temporary protection to ensure that no damages occur to existing or new finishes, building components, materials, equipment, etc. In addition, provide all approved signage and safety devices applicable to the referenced temporary protection. An approved temporary protection plan will be required before the initial start of the work.

AH. All contractors will be responsible to review and be familiar with the classroom mock up; established to provide a level of expectation to the bidders during the bidding process.

AI. The contractor's shall be responsible for all quality control and the craftsmanship of the final products delivered.

AJ. Should any work not meet the expectations of the mock ups and the contract documents

it will be rejected and replaced at the contractors cost.

AK. Contractors are expected to be present with their estimating team at the Pre-Construction meeting; this meeting with discuss the level of expectation expected by all contractors. These meetings are not mandatory; but you are responsible to view and understand the existing conditions of the project before bidding

CONTRACT NO. HHS – 50 INTERIOR LIGHT FIXTURE RESTORATION

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

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 2	Existing Conditions
Section 265111	Interior Light Fixture Restoration

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

1. Provide and install all architectural modifications as per BP-H documents.

2. This contractor includes the packaging and shipping of the existing light fixtures located at the Howard High school EDiS Field Office.

3. Contractor shall include complete restoration for the fixture as detailed in Section 265111 Interior Light Fixture Restoration.

4. Contractor to include all material handling, crating, shipping, and delivery to the project job site. Placement of fixtures in the auditorium work space will be part of this contract.

5. Electrical wiring, sockets, and LED lamps are to be included in your bid proposal.

6. Contractor to supply samples and submittals as required by section 265111.

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.

C. The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.

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

2. INITIATING A CHANGE ORDER:

A. Specific changes initiated by the Owner, Architect, Construction Manager (CM) 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 Construction Manager and Owner "for pricing only, not authorized for construction." The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.

2. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.

3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.

B. The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.

3. PROCESSING A CHANGE ORDER:

A. The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.

B. The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.

C. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.

D. "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, FICA, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

1. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.

2. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.

3. "FICA" is the costs association with Social Security and Medicare insurance.

4. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.

E. "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.

F. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.

G. Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:

1. Create a new change order, from your "To-Do List" by clicking on the "Create Issue"

tab in the upper right corner and select "Change Order Request".

2. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.

3. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".

4. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.

5. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

6. Once approved on Building Blok, the Contractor is to print out a copy of the approved change order request form and send a signed hard copy of the request with a printout of the associated back-up to the Construction Manager.

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

END OF SECTION

CHANGE ORDER REQUEST & EXECUTION FORM

110 South Poplar Street
Suite 400
Wilmington, DE 19801

Tel. 302-421-5700
Fax 302-421-5715

DATE:
CONTRACT:
CONTRACTOR:

PROJECT NAME: Howard High School
REQUEST NUMBER:
CHANGE ORDER NUMBER:
STATE PO 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.

1. Summary Description(s):
2. Changes to the Contract Drawings:
3. Changes to the Project Manual:
4. Total Cost Change:
5. Total Time Change:

REVIEWED

This request has been reviewed and____approval_____disapproval is recommended by:

Name Title Date

APPROVED

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:
EDiS Company	Owner:
Signed By:	Signed By:
Title:	Title:
Date:	Date:

CHANGE ORDER DETAIL FORM

(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Renovations to Howard High School of Technology

CHANGE ORDER REQUEST #:

LABOR SECTION

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

MATERIAL SECTION

MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION

EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

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

3/2012

LABOR DETAIL FORM

(Provided by contractor, subcontractor, or sub-tier contractor)

DATE:

CONTRACT:

CONTRACTOR:

PROJECT NAME:

CHANGE ORDER REQUEST #:

CLASSIFICATION:			
Base Wage Rate:			
Health Insurance			
Holidays			
Sick Days			
Life Insurance			
Disability Insurance			
Dental Insurance			
Company Vehicle			
401K			
Education			
Other (*specify below*)			
Subtotal			
Posted Prevailing Rate			
FICA (Social Security & Medicare)			
SUTA (State Unemployment)			
FUTA (Federal Unemployment)			
General Liability Insurance			
Worker's Compensation			
Total Wage Rate			

SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

A. 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.

1. 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.

2. 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.

3. Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.

B. 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 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

B. Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.

C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

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

3. RELATED REQUIREMENTS

A. Owner-Contractor Agreement.

B. Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.

C. Section 01 31 13: Project Coordination Meetings

D. Section 01 33 00: Submittal Procedures

E. Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

A. Submit itemized applications inputted into Building Blok (EDiS' Web-Based Project Management software), examples of which will be furnished to the Contractor at the Pre-Construction meeting.

B. 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.

C. Once approved on Building Blok, print out two copies and submit signed and notarized copies to the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

A. Form: AIA Document G702/CMa

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.

B. Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted with the first application for payment.

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.

5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

A. Complete Payment Applications:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

B. Number: Submit 2 copies of each Building Blok invoice signed and notarized payment application.

END OF SECTION

SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

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

2. ATTENDANCE

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

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

   C. 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

   A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
   B. 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 013119 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

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

2. ATTENDANCE

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

   B. The following individuals shall attend these meetings:
      - Contractors' Project Manager
      - Contractors' Field Superintendent
      - Contractors' Safety Representative (as needed)
      - Key Subcontractors, Suppliers, and Vendors
      - EDiS Project Manager
      - EDiS Field Manager
      - EDiS Safety Director (as needed)
      - EDiS MEP Specialist (as needed)
      - Owner's Representative (as needed)
      - Architect/Engineer (as needed)
      - Governmental Agency Representatives (as needed)
      - Testing/Inspection Agency Representatives (as needed)
      - Utility Company Representatives (as needed)

3. SUBMITTALS

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

4. LIST OF REQUIRED MEETINGS
   - Foundations & Concrete Slabs
   - Underslab Utilities
   - Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
   - Roofing OSHA mandated Safety Meeting
   - Masonry
   - Windows, Storefront, & Glazing
   - Doors/Frames/Hardware
   - Casework & Millwork
   - Acoustical Ceilings
   - Paint and VWC
   - Flooring (VCT, Carpet)
   - Epoxy Flooring
   - Food Service Equipment

- Partition Walls
  - Metal Studs
  - Drywall
  - Insulation
  - Doors/Frames/Hardware
- Fire Protection
  - Fire Sprinkler Systems
  - Fire Alarm Systems
- MEP Coordination
  - Mechanical Piping Roughin
  - Plumbing Roughin
  - Insulation
  - Electrical Roughin
  - Electrical – Bonding, grounding, lightning protection
  - Automatic Temperature Controls
  - Commissioning

5. AGENDA

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

PROJECT: RENOVATIONS HOWARD HIGH SCHOOL OF TECHNOLOGY
PRE-INSTALLATION MEETING: (Phase of Work)

A. ATTENDEES:

NAME	COMPANY	WORK ITEM	CONTRACT

B. TESTING & INSPECTION REQUIREMENTS

C. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS

Drawing / Spec No.	Comments / Conflicts

D. REVIEW SCOPES OF WORK

E. REVIEW RELEVANT RFI'S

F. REVIEW SUBMITTALS

G. REVIEW MATERIALS AND DELIVERIES

H. REVIEW SCHEDULE AND SEQUENCE OF WORK

I. JOB SITE SAFETY

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

- Overhead debris
- Power tools
- Heavy equipment

J. COORDINATION WITH OTHER TRADES

K. ACTION ITEMS AND RESPONSIBILITY

L. CLOSEOUT

END OF SECTION

SECTION 013125– WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.

C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.

D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.

E. Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.

B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.

C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.

D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.

B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.

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

4. QUALITY ASSURANCE

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

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

5. SUBMITTALS

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

1. Electronic logo of organization (as needed)
2. Names, mailing address and electronic address of its Users and Contacts.
3. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

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

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

7. SYSTEM DESCRIPTION

A. The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of

this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.

B. The system contains a directory of the project participants.

C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.

D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.

E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.

F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.

G. The system is the product of ***Building Blok LLC*** (www.buildingblok.com) and will be continuously updated.

H. The Construction Manager will administer the Building Blok User accounts for this project.

8. <u>DOCUMENTS CREATED INSIDE THE SYSTEM</u>

A. The following documents shall be created on templates inside the system.

1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
3. Submittal Log: The CM will maintain submittal log after it is initialized.
4. RFI (Requests for Information)
5. Change Orders
6. RFP (Requests for Proposal)
7. ASI (Architect's Supplemental Instructions)
8. Tasks & Memos as determined by the CM

9. Payment Applications
10. Closeout Tracking Log

B. The following documents may, at each Users option, be created on the system.

1. Morning & Afternoon Activity Reports generated by the system
2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
3. Reports of information on the system
4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

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

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

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

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

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

1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
2. Product samples, color samples, physical samples are still required to be provided

per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.

3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
4. AIA closeout documents, which require an "original" signature, will created and distributed outside the system.

END OF SECTION

SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

2. ITEMS TO BE SUBMITTED AT START OF WORK

A. 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.

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

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

D. 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.

E. 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.

F. Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.

G. Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. RELATED REQUIREMENTS

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

4. SUBMITTALS

A. All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.

B. Prepare a Submittal's Schedule 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.

C. 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.

5. SHOP DRAWINGS

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

B. 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. Maximum sheet size: 30″ x 42″.

6. PRODUCT DATA

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

B. Preparation:

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

2. Show performance characteristics and capacities.

3. Show dimensions and clearances required.

4. Show wiring or piping diagrams and controls.

C. 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.

7. SAMPLES

A. Conform to provisions in General Conditions applying to Samples.

B. 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.

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

8. SUBMITTAL REQUIREMENTS

A. Make submittals promptly through the Construction Manager 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.

B. Number of submittals required.

1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.

2. Product Data: Submit a clear .pdf scan of each submittal on to Building Blok. Scanned shop drawings will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Subcontractor shall be made by him from the returned scan.

3. Samples: Submit three (3) each. Submit a scanned picture of the submittal on to Building Blok with a transmittal document showing the date sent to the construction manager. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

C. 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.

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

E. All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

9. RESUBMISSION REQUIREMENTS

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

B. 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.

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

10. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

A. The Construction Manager will receive and log submittals and forward to Architect after processing.

B. The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:

1. Contractor that made submittal.

2. Jobsite File.

3. Record Document File.

4. Other Contractors, as required for coordination.

C. The Construction Manager will distribute samples as required.

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

1. Subcontractors.

2. Suppliers.

3. Fabricators.

11. SCHEDULE OF VALUES

A. Input online using Building Blok version of AIA Document G703, Continuation Sheet to G702.

12. PROGRESS SCHEDULE

A. 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.

B. Format of listings: The chronological order of the start of each item of work.

C. Show the complete sequence of construction by activity.

D. 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.

E. Show projected percentage of completion for each item as of the first day of each month.

F. Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.

G. Indicate progress of each activity to date of submission.

H. 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.

I. 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.

J. Submit one reproducible transparency.

K. After review, distribute copies of the schedule to:

1. Jobsite File.

2. Subcontractors.

3. Architect.

4. Owner.

L. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 013500 – 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 background check cannot be any older than 1 year prior to the date of the contract between the Contractor and the Owner. 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.

2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Date

Project Manager
EDiS Company
110 South Poplar Street
Wilmington, DE 19805

RE: INSERT PROJECT NAME - Certification of Background Checks

Dear _____:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

Name	Last 4 SSN
Mr. John Smith	1234

If you require any additional information you may contact INSERT POINT OF CONTACT, PHONE NUMBER AND EMAIL ADDRESS.

Sincerely,

Company

NAME
TITLE

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

A, The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.

B. Contractor shall be responsible for the safety of its personnel.

C. 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), high visibility garments, and work boots.

2. SAFETY PROGRAM

A. 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.

B. 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.

C. 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.

D. Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.

E. The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.

F. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records.

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

G. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.

H. Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.

I. 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:

A. 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.

B. It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.

C. 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.

D. 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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.

G. 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.

H. 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

A. 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

A. The Contractor shall schedule weekly "tool box" safety sessions to be held by his job safety supervisor or superintendent for all of his employees.

B. 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

A. Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.

B. Contractors shall promptly complete an accident investigation report of all accidents.

C. 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

A. The Construction Manager may employ the services of a Safety Representativ*e* on the project.

B. 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.

C. 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.

D. 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

A. 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.

B. 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.

C. 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

A. 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.

B. 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

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

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

1. Workers constructing or working near leading edges must be protected.

2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.

3. Scaffolds shall be guarded at 6 feet (6') above next lower level.

4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.

5. Roofers must comply with OSHA standards for roof work.

6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.

7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.

8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.

B. 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.

C. 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.

D. 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.

E. 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.

12. AIRBORNE CONTAMINENTS PROCEDURES

A. Contractor must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.

B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.

C. The Contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health, environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

END OF SECTION

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

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

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

a. ☐ Scaffold: 1926.454

b. ☐ Fall Protection 1926.503

c. ☐ Crane Operator: 1926.1427

d. ☐ Signal person (this is for any persons connecting material or equipment for lifting): 1926.1428

e. ☐ Crane maintenance: 1926.1429

f. ☐ Steel erection fall protection: 1926.761

g. ☐ Respiratory protection (medical clearance and training records complying with 1910.134

h. ☐ Powder-actuated tools: 1926.302

i. ☐ Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

SECTION 014500 - QUALITY CONTROL

1. DESCRIPTION

A. 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

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

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

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

C. 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.

D. 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.

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

F. 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.

G. 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.

H. 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."

I The 2013 IBC code the following testing is code required:

1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.

2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.

4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.

6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

SECTION 017700 – CONTRACT CLOSEOUT

1. DESCRIPTION OF REQUIREMENTS

A. Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

A. 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.

B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manger of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.

C. Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

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

4. RECORD DOCUMENTATION

A. 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.

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

C. 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.

D. AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
- AIA G732, Final Application for Payment for Retainage
- AIA G704-CMA, Certificate of Substantial Completion – 4 originals
- AIA G706, Affidavit of Payment of Debts & Claims
- AIA G706A, Affidavit of Release of Liens
- AIA G707, Consent of Surety

E. Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:

- Prime Contractor's Release of Liens
- Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

A. Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

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

6. FINAL CLEANING

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

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

END OF SECTION

SECTION 26 5111
INTERIOR LIGHT FIXTURE RESTORATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Metal cleaning and refinishing.

B. Replacing wiring, sockets.

C. Self-ballasted LED Lamps.

D. Luminaire accessories.

1.02 REFERENCE STANDARDS

A. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

C. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2015.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

A. Shop Drawings:
   1. Produce scale drawings of each type of chandelier and pendant.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets including model number nomenclature clearly marked.
   1. LED Luminaires:
      a. Include estimated useful life, calculated based on IES LM-80 test data, color temperature, color rendering index (CRI), and initial and mean lumen output.

C. Samples:
   1. Provide two sample(s) of each metal finish illustrating color and texture.

D. Certificates for Dimming Ballasts: Manufacturer's documentation of compatibility with dimming controls to be installed.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Lamps: Ten percent of total quantity installed for each type, but not less than fifteen of each type.

F. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in restoring historic lighting fixtures described in this section with minimum ten years documented experience.

1.05 DELIVERY, STORAGE, AND PROTECTION

A. Pickup and delivery of fixtures.
   1. Pickup and delivery shall be on the auditorium floor, inside the existing building.

B. Storage in a secured facility and insurance coverage while in restorer's possession

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

A. Restore and modify the existing luminaire types as listed below:

B. Type R: Chain-Hung Pendant
   1. Quantity: 3
   2. Size: ~ 39" overall height x ~36" overall width
   3. Material: Cast and spun brass
   4. Classification: UL/CSA dry location
   5. Finish: Custom Premium Finish based on approved sample
   6. Lenses: No lenses (N/A)
   7. Lamping: Provide LED equivalent for:
      a. 24 Main Ring, 6 Bottom Tier, 1 Finial, medium base incandescent bare lamps.
      b. Voltage: 120
      c. Circuit: RP-2-1
   8. Controls:
      a. Dimming
   9. Suspension: Up to 15 ft chain suspension (ceiling to top of fixture body)
   10. Hoist Connection: Prepare connection compatible with retractable "SO" power connection.

C. Type R1: Flush-Mount Chandelier
   1. Quantity: 6
   2. Size: ~12" overall height x ~14" overall width
   3. Material: Cast and spun brass
   4. Classification: UL/CSA dry location
   5. Finish: Custom Premium Finish based on approved sample
   6. Lenses: No lenses (N/A)
   7. Lamping: Provide LED equivalent for:
      a. 8 Body, 1 Finial Medium Base Incandescent Bare Lamps
      b. Voltage: 120
      c. Circuits: RP-2-2 and RP-2-3
   8. Controls:
      a. Dimming
   9. Hoist Connection: Prepare connection compatible with retractable "SO" power connection.

2.02 BALLASTS AND DRIVERS

A. Ballasts/Drivers - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
   3. Electronic Ballasts/Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.

B. Dimmable LED Drivers:
   1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
   2. Control Compatibility: Fully compatible with the dimming controls to be installed.

2.03 LAMPS

A. Lamps - General Requirements:
   1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
   2. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
   3. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the Architect to be inconsistent in perceived color temperature.

2.04 ACCESSORIES

A. Canopy Spinning: Replace existing bent and damaged canopies.
   1. Provide tooling required to create new canopy spinning.

B. Replacement Suspension Chains for Pendants

PART 3 EXECUTION

3.01 EXAMINATION

A. Evaluate each fixture upon receipt.
   1. Document each fixture and note broken and missing parts.
   2. Notify Owner and Architect of additional damage found not identified in this scope.
   3. Provide cost estimate and schedule for repair or replacement, as required.

B. ASSUMPTIONS
   1. Restoration assumes no major broken or missing component parts.
   2. Restoration does not include repairs which required grinding, welding or replacement parts.
   3. Missing, broken, bent or unusable parts requiring replacement shall be identified, and replacement parts described and quoted as separate line items.

3.02 PREPARATION

A. Complete disassembly and cursory straightening.

B. Remove existing finish to bare metal using the least abrasive material.

3.03 RESTORATION

A. Fill holes and voids on exposed surfaces, rewire and relamp and replace corroded fasteners with nonferrous fasteners.
   1. Includes replacement suspension chains for pendants fixtures, Type R.
   2. Cursory straightening and repairs to be done as needed.

B. Prepare metal surface and clean/finish to match specified and approved sample.

C. Reassembly of fixtures to original state

D. Rewiring and re-lamping of fixture using new UL listed components

E. New mounting hardware and fasteners as needed

F. Perform work in accordance with NECA 1 (general workmanship).

G. Install accessories.

H. Bond products and metal accessories to branch circuit equipment grounding conductor.

I. Install lamps in each luminaire.

3.04 PICK-UP AND DELIVERY

A. Pick-up: Includes one trip for restorer's representatives to be on-site for up to (8) hours for crating and packaging of the fixtures and transport back to restorer's facility for restoration.
   1. Wrap and crate fixtures for transport.

B. Delivery: Include restorer's representatives to be on-site for up to (4) hours to deliver at ground level, the restored fixtures and transport.

END OF SECTION