This document is for information only; you must purchase a set of documents in order to submit a bid.

PROJECT MANUAL



State of Delaware
Department of Correction
Administered by Office of Management
& Budget / Division of Facilities
Management
OMB/DFM # MC3806000009

BOILER REPLACEMENT, PIPING & STACK MODIFICATIONS

MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER

**300 WATER STREET** 

**DOVER, DELAWARE 19904** 

Kent County, Delaware

200-26912-16018

March 6, 2018

# BOILER REPLACEMENT, PIPING & STACK MODIFICATIONS

## AT THE

## MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL

## **CENTER**

300 WATER STREET DOVER, DELAWARE 19904 OMB/DFM CONTRACT NO.:MC3806000

### PROJECT TEAM

OWNER'S REPRESENTATIVE: State of Delaware

Office of Management and Budget Division of Facilities Management

Thomas Collins Building, 3rd Floor, Suite 1

540 S. DuPort Fighway

Dover, DF 10001

OWNER: Delewar Department of Correction

Central Administration Building

245 MoKee Rd. Dover, DE 19904

ARCHITECT:

Tetra Tech, Inc.

240 Continental Drive

Suite 200

Newark, DE 19713

Phone: 302-738-7551 Fax: 302-454-5989



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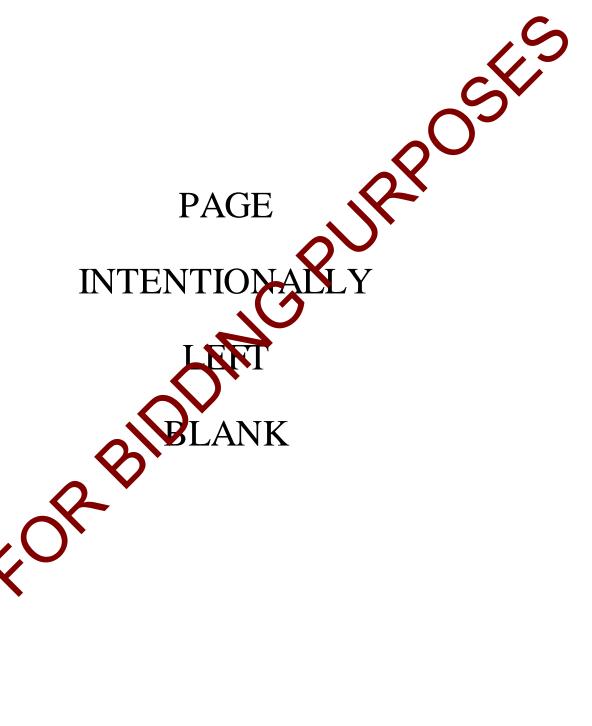
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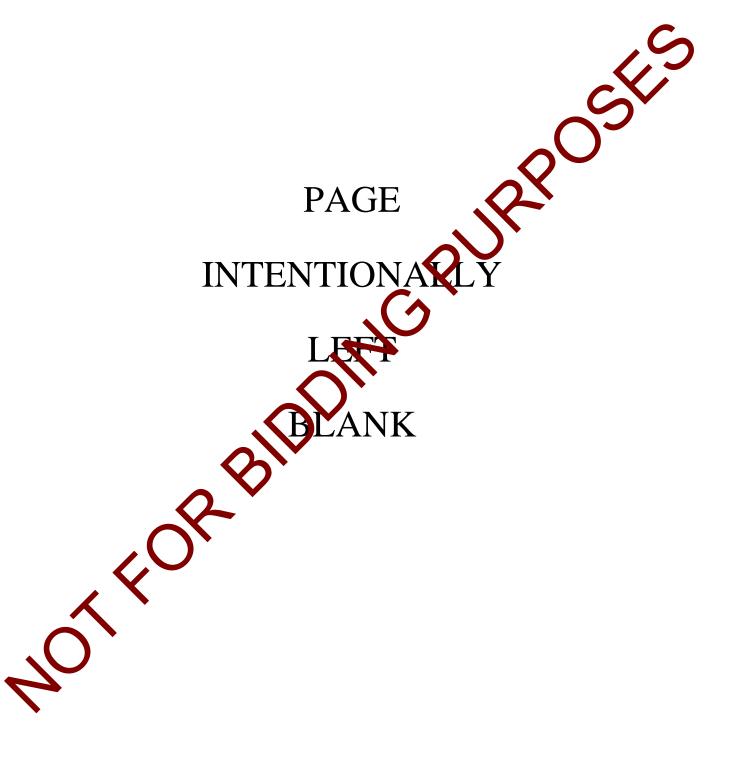
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M-201	Mechanical Elevations – New Work	
M-501	Details	
E-001	Electrical Legend, Abbreviations, General & New Work Notes & Partial Floor Plan (Not	
	included in this submission)	



### **INVITATION TO BID**

(FORM PROVIDED BY DFM)

Sealed bids for OMB/DFM Contract No. MC3806000009, will be received by the State of
Delaware, Office of Management and Budget, Division of Facilities Management, at the
until local time on, 2017, at which time they will be publicly opened and ea
aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the state
time will be returned unopened.
Project involves Boiler and Pump Replacement including new Boiler Flue System, Condensate
Drainage System, BAS Control System Modifications and other Ancillary Systems.
Attention is called to construction schedule as detailed in the Bid Documents.
This contract. When a contract on the beside of heat call as Attacking its call by Other Did December 1.5
This contract will be awarded on the basis of best value. Attention is called to be Bid Documents which
detail the criteria and associated weights which shall be used as the basis of a vard. (OPTIONAL - Inse
Yes D No D)
A <b>MANDATORY</b> Pre-Bid Meeting will be held onat the
for the purpose of exablishing the listing of subcontractors and the
answer questions. Representatives of each party to any Jont Venture must attend this meeting
ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR SIDDING ON THIS CONTRACT.
ATTENDANCE OF THIS MEETING IS AT REAL COORTING ON THIS GOVERNOOT.
Sealed bids shall be addressed to the Division of Fasilities Management
The outer envelope should clearly indicate: "QUIDIDENT CONTRACT NO. MC3806000009 -
SEALED BID - DO NOT OPEN."
Contract documents may be obtained at the orice ofupon
receipt of \$per set/non-refundable. Linecks are to be made payable to "Tetra Tech, Inc."
Construction documents will be a lamble for review at the following locations: Offices of Tetra Tech
Delaware Contractors Association, Associated Builders and Contractors.
Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation
gender identity or national origin in consideration of this award, and Minority Business Enterprises
Disadvantaged Lusiness Enterprises, Women-Owned Business Enterprises and Veteran-Owne
Business Entripris s will be afforded full opportunity to submit bids on this contract. Each bid must be
accompanies by a bid security equivalent to ten percent of the bid amount and all additive alternates
The successful idder must post a performance bond and payment bond in a sum equal to 100 percent of the contract. The Owner reserves the right to reject any or all bids an
to waive any informalities therein. The Owner may extend the time and place for the opening of the bid
form, at described in the advertisement, with not less than two calendar days notice by certified deliver
acsimile machine or other electronic means to those bidders receiving plans.
machine of other decirone means to those bladers receiving plans.



## SPEC SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

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- 1. DEFINITIONS
- 2. BIDDER'S REPRESENTATION
- 3. BIDDING DOCUMENTS
- 4. BIDDING PROCEDURES
- 5. CONSIDERATION OF BIDS
- 6. POST-BID INFORMATION
- 7. PERFORMANCY SOND AND PAYMENT BOND
- 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### ARTICLE 1: GENERAL

1	1 1	DEFI	I	T		1	V	C	
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- 1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:
- 1.2 STATE: The State of Delaware.
- 1.3 AGENCY: Contracting State Agency as noted on cover sheet.
- 1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Ager sy
- BIDDING DOCUMENTS: Bidding Documents include the Padoing Requirements and the proposed Contract Documents. The Bidding Requirements consist or 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 be ecution of the Contract.
- 1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addends.
- 1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED S.M. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.
- 1.8 GEALA REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.
  - SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.
  - ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

- 1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stoulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perk yn the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bio, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or aportion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The ecurity designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: We written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 COLTRACTOR: Any individual, firm or corporation with whom a contract is made by the Alency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract ith a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
  - CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

#### ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents. 2.2 By submitting a Bid, the Bidder represents that: 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is ma accordance therewith. 2.2.2 The Bidder has visited the site, become familiar with existing conditions under Work is to be performed, and has correlated the Bidder's his personal obs requirements of the proposed Contract Documents. The Bid is based upon the materials, equipment, and systems 2.2.3 ed by the Bidding Documents without exception. 2.3 JOINT VENTURE REQUIREMENTS 2.3.1 For Public Works Contracts, each Joint Venturer s fied and capable to complete the Work with their own forces. 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and samed by all Joint Venturers involved. 2.3.3 All required Bid Bonds, Performa Ronds, Material and Labor Payment Bonds must be e placed in both of their names. executed by both Joint Ventur 2.3.4 All required insurance co all name both Joint Venturers. 2.3.5 **Both Joint Venturers** on the Bid Form and shall submit a copy of a valid Delaware **Business Licens** b their Bid. 2.3.6 enturers shall include their Federal E.I. Number with the Bid. Both Join 2.3.7 of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance. 2.3.8 bue to exceptional circumstances and for good cause shown, one or more of these provisions av be waived at the discretion of the State.
- As consideration for the award and execution

ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

#### **ARTICLE 3: BIDDING DOCUMENTS**

#### 3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretation, resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Do unionts available on the above terms for the purpose of obtaining Bids on the Work. We meanse or grant of use is conferred by issuance of copies of the Bidding Documents.

### 3.2 INTERPRETATION OR CORRECTION OF BIDD IN DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the BM is submitted, shall examine the site and local conditions, and shall report any errors in sonsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring carification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other matner shall not be binding.
- 3.2.3 The apparatusilence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best contacted practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Onless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
  - The Owner will bear the costs for all impact and user fees associated with the project.

#### 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered,

providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of equited installation modifications due the substitution, and any other information necessary or an evaluation. The burden of proof of the merit of the proposed substitution is apon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall of a binding.
- 3.3.4 The Architect shall have no obligation to consider any substitution, after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all wheare known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued after than 4 days prior to the date for receipt of Bids except an Addendum withdrawing me request for Bids or one which extends the time or changes the location for the opening of bid.
- 3.4.4 Each bidder shall a certain prior to submitting his Bid that they have received all Addenda issued, and shall ack owledge their receipt in their Bid in the appropriate space. Not acknowledge an issued Addenda could be grounds for determining a bid to be non-responsive.

#### ARTICLE 4: BIDDING PROCEDURES

- 4.1 REPARATION OF BIDS
- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a state heat whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Richer to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Po ver of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement for a included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of labouers, 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.
- 4.1.11 Each bidder shall include in that it discovery of a valid Delaware Business License.'
- 4.1.12 Each bidder shall include signe V affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with O IB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcentractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasin, and Contracting Advisory Council.
- 4.2 BID SECULAR
- At bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for be benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 As required by <u>Delaware Code</u>, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered nor asspeciate unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by Civ, Town or Locality, plus State, will be acceptable.
- 4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor energy to list themselves as a Subcontractor for any category, they must specifically name tremelves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.
- 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
- 4.4.1 During the performance of this contract, the ontractor agrees as follows:
  - A. The Contractor will not distriminate against any employee or applicant for employment because a race, sreed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that reployees are treated during employment, without regard to their race, creed sex color, sexual orientation, gender identity or national origin. Such action shan include, but not be limited to, the following: Employment, upgrading, lemotion 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 solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

#### PREVAILING WAGE REQUIREMENT

- Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in <u>Delaware Code</u>, Title 29, Section 6960, 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.
- 4.5.2 The employer 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.

- 4.5.3 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.
- 4.5.4 Every contract based upon these specifications shall contain a stipulation that swort pay oll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of a poinths from the last day of the work week covered by the payroll.

#### 4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Biddler's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The S are not responsible for the opening of bids prior to bid opening date and time that are not apperly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or teles applied bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided the the are then fully in compliance with these Instructions to Bidders.

#### 4.7 MODINCATION OR WITHDRAW OF BIDS

- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request another mowing proper identification to the Architect. A request for withdraw by letter or ax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

#### **ARTICLE 5: CONSIDERATION OF BIDS**

#### 5.1 OPENING/REJECTION OF BIDS

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Pid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid doening.

#### 5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to be the Work otherwise, or to abandon the Work, if in the judgment of the Agency of its agencies), it is in the best interest of the State.
- 5.2.3 An increase or decrease in the quartity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- The prices quoted are to be a osafar which the material will be furnished F.O.B. Job Site and include all charges that pay be imposed during the period of the Contract.
- 5.2.5 No qualifying Letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

#### 5.3 DISCEAL FICATION OF BIDDERS

- An early shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
  - A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
  - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
  - C. The Bidder's written safety plan;

- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency my establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponding, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working lays of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bid.
- 5.3.3.1 More than one Bid for the same Contract from an individual, 1rm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously untalacted either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthors ed additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its me min.
- 5.3.3.6 If the Bid is not ecompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If a continuous or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACSEP, ANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days or official notice of contract award. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Ridder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with an ay in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Corarac, Bond and all required information, as aforesaid, within twenty (20) calendar 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 new lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- Each bidder shall supply with its bid its tax ayer is stification number (i.e., federal employer identification number or social security former) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date of which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within so lays or entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired of some acted more than 20 days after the Bidder entered the public works contract the Delay are business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The LN S curity shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) cale day days after the opening of the Bids.

#### ARTICLE 6: POST-BID INFORMATION

- CONTRACTOR'S QUALIFICATION STATEMENT
- Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

**BOND REQUIREMENTS** 

7.1

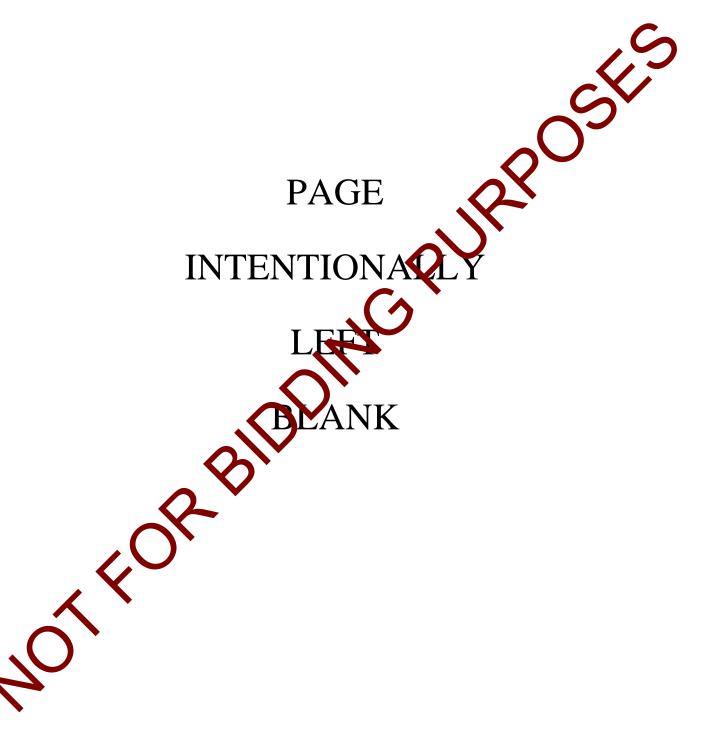
#### ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1.1 The cost of furnishing the required Bonds that are stipulated in the Bidding Documents shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usu sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard QMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who excutes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

#### ARTICLE 8: FORM OF AGREEMENT BETWEEN A CENCY AND CONTRACTOR

8.1 Unless otherwise required in the Lidding Documents, the Agreement for the Work will be written on AIA Document Arc1 Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF SECTION



#### **SECTION 00 22 13**

#### ADDITIONAL INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

#### 1.01 GENERAL PROVISIONS

A. The provisions of Division 00 herein shall govern in any conflict between Division 00 and other provisions of this Project Manual.

#### 1.02 QUALIFICATION OF BIDDERS

- A. The Prime Contractor for this project shall be either a Mechanical, General or Electrical Contractor whose qualifications and reputation are satisfactor to be Owner and Engineer.
- B. The Prime Contractor shall be a Contractor who hold, a General, Mechanical/HVAC or Electrical license in Kent County, Delaware and the State of Delaware at the time that bids are taken for this project.
- C. The Prime Contractor shall perform at leas 10% of the total contract with their own forces, exclusive of general condition items, the purchasing of equipment or material, administrative costs, overhead and profit.

#### 1.03 DEFINITIONS

- A. OWNER as defined herein is held ware Department of Corrections.
- B. OWNER Representative is defined herein is the Office of Management and Budget, Division of Facilities Management, Thomas Collins Building, 540 S. Dupont Highway, Suite 1, Dover, DE 19901. Contact related questions shall be directed to J. Dean Seely, OMB/DFM Construction Projects Manager at <a href="mailto:joseph.seely@state.de.us">joseph.seely@state.de.us</a>.
- C. ARCHUD, CT/ENGINEER as defined wherever in Project Manual is Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713. Telephone: 302-738-7551, Fax 302-454-5982, or email: Scott D. Parlow, PE, Project Manager scott.parlow@tetratech.com.

#### 1.04 PID FORM

- A. All names must be typed or printed below the signature.
- B. The Bid shall contain an acknowledgment of receipt of all Addenda by number and date.

#### 1.05 CONTRACT TIME

A. The timing of work to be performed under this contract is critical and set forth in detail in the Contract Documents.

B. It is estimated that project will take up to *90 days* to complete.

#### 1.06 REPRESENTATION OF BIDDERS

- A. Before submitting their Bid, each Bidder shall thoroughly review Contract Documents prior to visiting site, take Contract Documents to site during scheduled building tour, and thoroughly explore, to any extent necessary, existing conditions as relating to fulfilling the requirements of this Contract.
- B. Bidders requiring access to each facility must make prior arrangements through was pritting for a background check and the form in this Project Manual and be propard to dentify themselves satisfactorily (picture ID) before obtaining access.
- C. If discrepancies are noted between requirements of Contract Documents and existing conditions or ambiguity, inconsistency or error are determined in Contract Documents, Bidder shall so indicate to Engineer prior to seven (7) days before Bid Date and clarification will be issued in the form of Addenda.
- D. The submission of a bid will constitute an incontrevertible representation by the Bidder that they have complied with every requirement of Representation of Bidders Article and that their bid is based upon the contents of the Contract Documents without exception.

#### 1.07 INTERPRETATIONS

- A. All questions about the meaning or optent of the Contract Documents or requests for substitutions shall be submitted to be Engineer in writing and shall be in Architect/Engineer's office seven (7) days before Aid Date.
- B. Replies will be in the form of numbered and dated Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents.
- C. Only the contents of farmal written Addenda will be binding. Oral or other interpretations or clarification, will be without legal validity.
- D. Prior to up aitting their bid, each Bidder shall ascertain that they have received all Addenda issued and shall acknowledge receipt in their bid.

#### 1.08 SUBSTITUTIONS

- A Bids shall be submitted only on the basis of materials, products or equipment specified in the specifications, on the drawings, or as named by Addendum issued prior to bid date and pursuant to requests for approval.
- B. Materials, products or equipment specified in these specifications or on the drawings, are specified for the purpose of establishing a standard of quality, cost, design and function. It is not the intent to limit the acceptance of materials, products or equipment specified but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not

followed by the words "or approved substitute" or "or equivalent equal", they shall be subject to equals only as approved by the Engineer prior to the date for receipt of bids.

- C. No substitutions shall be considered unless written requests are submitted to the Engineer for approval ten (10) days prior to the date for receipt of bids. Such requests shall be from a Prime Contractor and shall include a complete description of the proposed substitute, documentary proof of equal or superior quality, drawings or catalog cuts clearly marking the models or lines, sample of materials, performance and test data, jobs completed local twishin the past five years and any other data or information necessary for a complete evaluation.
- D. Approved substitutions will be set forth by Addenda to alert all bidders.
- E. The contract documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials products or pieces of equipment. In the event that incorporation of a substituted item or assembly into the work will require revisions or additions to the contractual requirement of the Prime Contractor or any of their Sub-Contractors, the Prime Contractor or Sub-Contractor electing to use such item or assembly shall bear the cost of such revisions or additions to the work of all trades at no change in the contract sum.
- F. If no prospective bidder has elected to obtain approval by the means described above, the Owner has no obligation, after award of ontact to consider any brand other than those named in the contract documents.
- G. A substitution submitted by a Contractor or Sub-Contractor after the award of contract, for reason that a product is not a allade will not be permitted unless proof is submitted that a firm order was placed within 30 days after Notice of Award to the Prime Contractor. If an order was placed as stated, and the product is not available, the Contractor shall have the substitute product approved by the Owner and Architect/Engineer.

#### 1.09 WAGE RATE

A. The schedul of prevailing wage rates is included in the Contract Documents under Section 00 73 4

#### 1.10 START OF WORK

A. The time of completion of this Contract has been established on the basis that the Contractor shall start work within ten (10) days following receipt of an official State of Delaware Purchase Order and it is agreed that work shall accordingly be commenced on that day.

#### TABLES OF CONTENTS

- A. TABLE OF CONTENTS are included with this Project Manual for reference only and are not part thereof.
- B. The Engineer does not guarantee the accuracy of the Table of Contents or the inclusion or exclusion of any category of the work.

C. In case of discrepancy between Table of Contents and the documents bound herein, the bound documents will govern.

#### 1.12 COST OF CONTRACT DOCUMENTS

- A. Refer to ADVERTISEMENT FOR BIDS herein.
- B. Documents may be obtained at the offices of the Architect/Engineer Tetra Tech, 24. Continental Drive, Suite 200, Newark, DE 19713, upon payment of a non-refunded te eposi of \$75.00. Checks shall be made payable Tetra Tech, Inc.

END OF SECTION

#### **AND**

# MISCELLANEOUS MECHANICAL MODIFICATIONS AT THE

# MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER 300 WATER STREET DOVER, DELAWARE 19904 OMB/DFM CONTRACT MC3806000009

### **BID FORM**

For Bids Due:	(DATE)	То:	State of Delaware Office of Management and Budge/ Division of Facilities Managemen Thomas Collins Building, 3° Floor, Sante 1 540 S. DuPont Highway Doser, DE 19901 Phone: 302-739-5644 Fax. 302-739-6148
Name of Bidder:			
Delaware Rusiness Li	icense No •		Taxpayer L. No.:
(A copy of Bidder's D	icense No.: Delaware Business License n	nust be attached	to this form.)
(Other License Nos.):		•	
Phone No.: ( )		F	as No.: ( )
therewith, that he has and that his bid is base proposes and agrees to	visited the site and has familied upon the materials, system	la ized limself with s a requipment s, plant, equipmen	
\$			(\$
ALLOWANCE CER Allowance # 1 Certific			
We/I confirm that an a items.	llowance in the amount of \$	10,000.00 has been	n include in the Contractor's Base Bid price for contingency
\$			(Date and Initial)
UNIT PRICE			
Unit Price No. 1: Lum	p Sum Unit Price for DDC/B	AS Controls to als	o be included in the Base Bid.
\$			(Date and Initial)

Tetra Tech 200-26912-16018

#### **AND**

# MISCELLANEOUS MECHANICAL MODIFICATIONS AT THE

# MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER 300 WATER STREET DOVER, DELAWARE 19904 OMB/DFM CONTRACT MC3806000009

### **BID FORM**

I/We acknowledge Addendums numbered and	the price(s) submitted include any cost/schedule impact they may have.
	irty (30) days from the date of opening of bids (60 days for School Districts abide by the Bid Security forfeiture provisions. Bid Security is attached to
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 Su	b-Contractors named on the list accord to this bid.
Should I/We be awarded this contract, I/We pledge to achie the Notice to Proceed.	eve substantial completion of all the work withincalendar days of
laws: that no legal requirement has been or shall be violate	applied and shall comply with all requirements of local, state, and national ed in making or accepting this bid, in awarding the contract to him or in the d firm; that he has not, directly or indirectly, entered into any agreement, estraint of free competitive bidding.
in the required form and deliver the Contract Bonds, and	data Bildershall, within twenty (20) calendar days, execute the agreement surance Certificates, required by the Contract Documents.
I am / We are an Individual / a Partnership / a Corp ration	
By (Individual's / General Partner's / Corporate Name)	Trading as
(State of Corporation)	
Business Address:	
Witness:	By: ( Authorized Signature )
(SEAL)	( Title )
A TITA CULTURA ITES	Date:
ATT. CHMENTS Sub-Contractor List	
Non-Collusion Statement Affidavit(s) of Employee Drug Testing Program	
Bid Security	

BID FORM 00 41 13-2

(Others as Required by Project Manuals)

#### **AND**

## MISCELLANEOUS MECHANICAL MODIFICATIONS AT THE

# MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER 300 WATER STREET

DOVER, DELAWARE 19904 OMB/DFM CONTRACT MC3806000009

#### **BID FORM**

#### SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b <u>Delaware Code</u>, the following sub-contractor listing flust company the bid submittal. The name and address of the sub-contractor **must** be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for an categories where he/she is qualified and intends to perform such work. This form must be filled out completely with no additions or deletions. Note that all sub-contractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.

Subco	ntractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID # or Delaware Business license #
1.	Electrical			or Beauware Business needse "
2.	HVAC Mechanical			
3.	BAS Controls			
4.	Insulation			
5.	Roofing			
6.	Carpenter			

Tetra Tech BID FORM 200-26912-16018 00 41 13-3

#### **AND**

# MISCELLANEOUS MECHANICAL MODIFICATIONS AT THE

# MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER 300 WATER STREET DOVER, DELAWARE 19904 OMB/DFM CONTRACT MC3806000009

### **BID FORM**

### **NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (to the Office of Management and Budget, Division of Facilities Management).

All the terms and conditions of Contract No. MC3806000009 have been thoroughly exactined and are understood.

NAME OF BIDDER:		
AUTHORIZED REPRESENTATIVE (TYPED):		
AUTHORIZED REPRESENTATIVE (SIGNATURE):		
TITLE:		
ADDRESS OF BIDDER:		
<b>Q</b> -		
E-MAIL: PHONE NUMBER:		
XX		
Sworn to and Sunscribed before me this	day of	20
My Consussion expires	. NOTARY PUBLIC	

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

#### **AND**

# MISCELLANEOUS MECHANICAL MODIFICATIONS AT THE

# MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL CENTER 300 WATER STREET DOVER, DELAWARE 19904 OMB/DFM CONTRACT MC3806000009

#### **BID FORM**

# 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):	<b>)</b>	
Title:		
Swarm to and Subscrib lib Ann and this	dow of	20
Sworn to and Subscribe barore me this	day of	20
My Commission xpires	NOTARY PUBLIC	

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



# STATE OF DELAWARE OFFICE OF MANAGEMENT AND BUDGET

### **BID BOND**

# TO ACCOMPANY PROPOSAL (Not necessary if security is used)

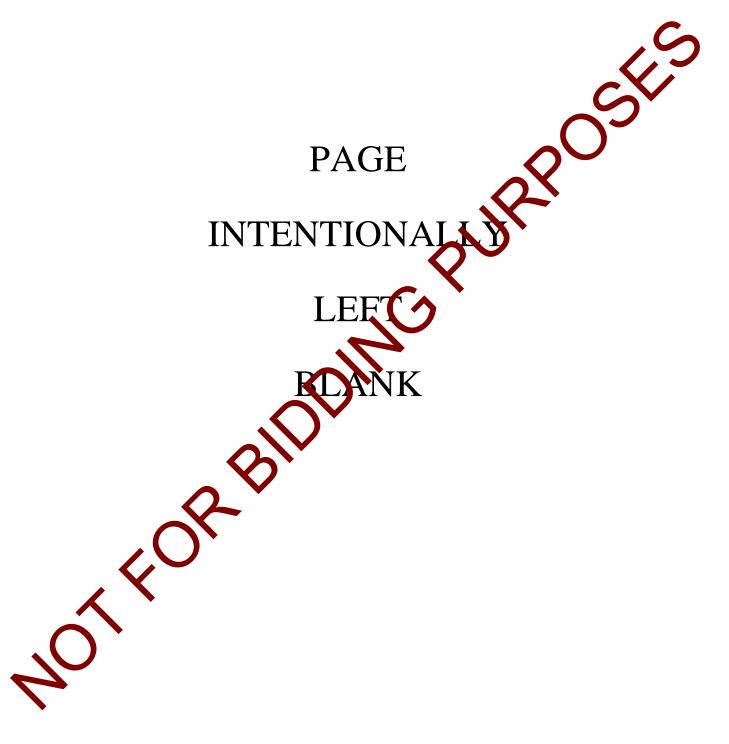
KNOW ALL MEN BY TH	ESE PRESEN	VTS That:
of		in the County ofas <b>Principal</b> , and
and State of		as <b>Principal</b> , and
of		in the County of in the County of ally authorized to do business in the State of Delaware
and State of as	Surety, lega	ally authorized to do business in the State of Delaware
("State"), are held and firmly unto	the <b>State</b> in th	ne sum of
Dollars (\$		), or percent no telexceed
		Dollars (5)
		09, to be paid to the <b>State</b> for the use and benefit of Office
		ities Management for which payment well and truly to be
		heirs, executors, administrato's, and successors, jointly and
severally for and in the whole firml	y by these pre	sents.
NOW THE CONDITION	OE TUIS OD	LIGATION IS SUCA That if the above bonded <b>Principal</b>
		and Budget - Desision of Facilities Management a certain
		shing of certain material and/or services within the <b>State</b> ,
		ipal hall well and truly enter into and execute this Contract
as may be required by the terms of	this Contract	and a proved by the Office of Management and Budget –
Division of Facilities Managemen	t this Contract	to be entered into within twenty days after the date of
		with the terms of said proposal, then this obligation shall be
void or else to be and remain in full		
	<b>~ 1</b>	
Sealed with seal and da	ated this	day of in the year of our Lord two
thousand and	(30	).
SEALED, AND DELIVERED IN T		
Prese ce or	f	
		N (D) 11 (O 1 1 1 )
, ( ) *		Name of Bidder (Organization)
orporate	By:	
Seal	By.	Authorized Signature
Seal		Authorized Signature
Attest		
		Title
	•	Name of Surety
•		·
Witness:	By:	
		Title



#### **SECTION 00 52 13**

#### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007.





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

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

BETWEEN the Owner:

(Name, legal status, address and other information)

and the Contractor:

DINGK (Name, legal status, address and other information)

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

The Architect:

(Name, legal status, address and of

The Owner and ntractor agree as follows.

ADDITIONS AND The author of this doc tient has added information reeded for its etion. The athor may also revised the text of the original standard form. An Additions and etions Report that notes added formation as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

**User Notes:** 

#### TABLE OF ARTICLES

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

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

**User Notes:** 

#### **Portion of Work**

#### **Substantial Completion Date**

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

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

#### ARTICLE 4 CONTRACT SUM

- § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.
- § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

§ 4.3 Unit prices, if any:

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

Item

Units and impations

Price Per Unit (\$0.00)

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

Item

Price

## ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, un Owner shall make progress payments on account of the Contract Sum to the Contractor as provided only and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as for you.
- 5.1.3 Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid application for payment.

Paragraphs deleted)

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

- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in disput shall be included as provided in Section 7.3.9 of AIA Document A201<sup>TM</sup>–2007, General Condition of the Contract for Construction;
  - Add that portion of the Contract Sum properly allocable to materials and equipment delitered and suitably stored at the site for subsequent incorporation in the completed construction (as, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a conficate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
  - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the printect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
  - Add, if final completion of the Work is thereafter manufally delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

#### § 5.1.8 Reduction or limitation of retainage, if any snar be s follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and E.T. 2 where, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

#### § 5.2 FINAL PAYMENT

- § 5.2.1 Final payment constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
  - 2 a final Certificate for Payment has been issued by the Architect.

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

### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

User Notes:

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

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–207 the method of binding dispute resolution shall be as follows:

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

[	]	Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[	]	Litigation in a court of competent jurisdiction

[X] Other (Specify)

Any remedies available in law or in equity.

#### ARTICLE 7 TERMINATION OR SUSPENSION

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

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Payments are due 30 days are the receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per nonth not to exceed 12% per annum.

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

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

User Notes:

5

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the Owner.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

**Document** Title § 9.1.4 The Specifications: (Either list the Specifications here or refer to an exhibit attack Section **Title Pages** § 9.1.5 The Drawings: (Either list the Drawings here or refer to xhibi attached to this Agreement.) Number Title Date § 9.1.6 The Addenda, if ar Number Date **Pages** 

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

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

- AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
  (List here any additional documents that are intended to form part of the Contract Documents. AlA
  Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid,
  Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

Init.

**User Notes:** 

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
	$\bigcirc$
is Agreement entered into as of the day a	and year first written above.
WNER (Signature)	CONTRACTOR (Signature)
rinted name and title)	(Printed name and title)
	40
	DING
	ODING

#### **SECTION 00 54 13**

#### SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

#### **ARTICLE 5: PAYMENTS**

- 5.1 PROGRESS PAYMENTS
- 5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made with e Owner not later than 30 days after the Owner receives the valid Application for Payment."

#### **ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other - and add the following sentence:

"Any remedies available in law or in equity."

#### ARTICLE 8: MISCELLANEOUS PROVISIONS

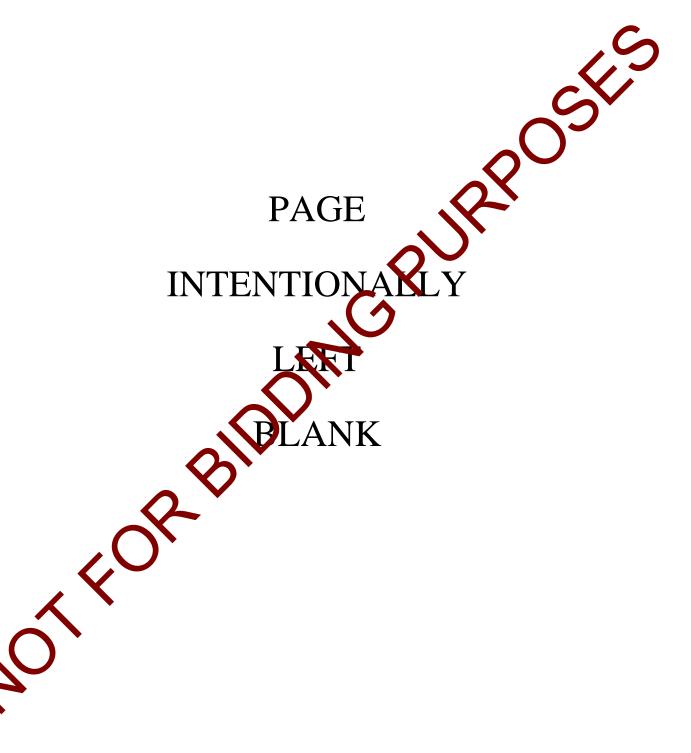
8.2 Insert the following:

"Payme to are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per all num.

8.5 Selete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

**END OF SECTION** 



#### STATE OF DELAWARE OFFICE OF MANAGEMENT AND BUDGET

#### PERFORMANCE BOND

Bond Number:
KNOW ALL PERSONS BY THESE PRESENTS, that we, as principal ("Principal"), and, a corporation, legally
authorized to do business in the State of Delaware, as surety ("Surety"), are held and Ymmy bound unto the Office of Management & Budget: Division of Facilities Management ("Owner"), in the amount of
truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.
Sealed with our seals and dated this day of,20
NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if <b>Principal</b> , who has been
awarded by <b>Owner</b> that certain contract known at Contract No. MC3806000009 dated the day of, 20_ (the "Contract"), which Contract is incorporated herein by
reference, shall well and truly provide and furnish an anterials, appliances and tools and perform all
the work required under and pursuant to the terms and conditions of the Contract and the Contract
Documents (as defined in the Contract) of any changes or modifications thereto made as therein provided, shall make good and reimburg. O what sufficient funds to pay the costs of completing the
Contract that <b>Owner</b> may sustain by reason of any failure or default on the part of <b>Principal</b> , and
shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then
this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

	PRINCIPAL	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name: Title	
(Corporate Seal)		
	SURETY	
$\Diamond$	Name:	
Witness or Attest: Address		
	By:	(SEAL)
Name: (Corporate Seal)	Name: Title:	
V)		
7		

#### STATE OF DELAWARE OFFICE OF MANAGEMENT AND BUDGET

#### PAYMENT BOND

	Bond Number:	
KNOW ALL PERSONS BY THESE PRESENTS, that w	we,acrin	cinal
("Principal"), and, a		gally
authorized to do business in the State of Delaware, as sure	rety ("Surety") are sell as firmly h	
unto the Office of Management & Budget: Division of Fa		
amount of(\$), to be pai		
truly to be made, we do bind ourselves, our and each		
administrations, successors and assigns, jointly and severa	cally, for and in the whole firmly by	these
presents.		
1		
Sealed with our seals and dated this day_et	of , 20	
NOW THE CONDITION OF THIS OBLIGATION IS	SVCH, that if <b>Principal</b> , who has	been
awarded by Owner that certain contract known a Con race		
day of, 20_ (the "Contract"), which Con		
shall well and truly pay all and every person ternehing ma		
and about the performance of the work under the Contract		
her, them or any of them, for all such materials, labor ar		
shall make good and reimburse Oxnex sufficient funds to		
Contract as Owner may sustain y hason of any failure		
shall also indemnify and save health ss Owner from all co		
or by reason of the performance of the Contract and for a		then
this obligation shall be to eatherwise to be and remain in	n full force and effect.	

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

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

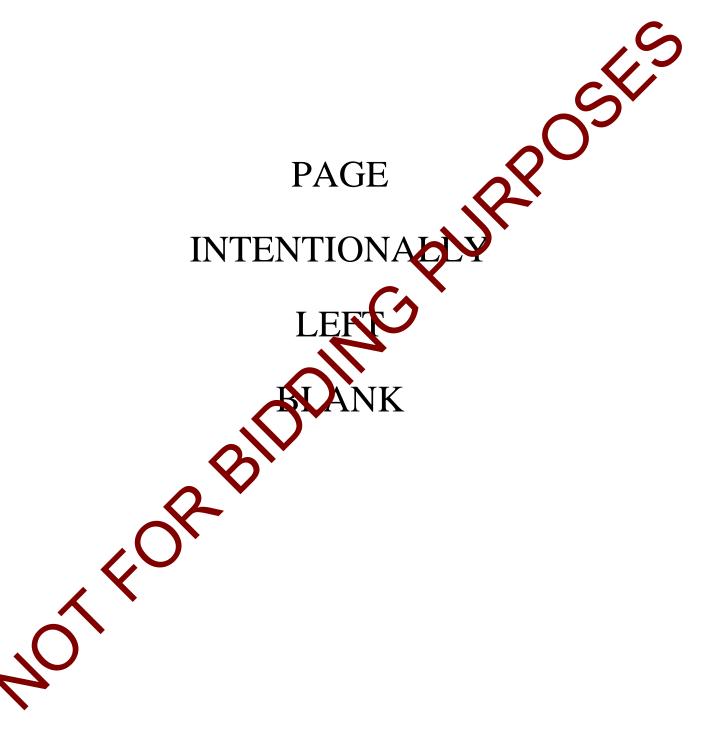
Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

	PRINCIPAL	0
	Name:	
Witness or Attest: Address:	•	(P)
	_ By:	(SEAL)
Name:	Name: Title:	
(Corporate Seal)		
	CUNENY	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name: Title:	
(Corporate Sear)		
70		

## SPEC SECTION 00 62 76 CHANGE ORDERS AIA G701-2001

AIA Document G701<sup>TM</sup>CMa–1992 is for implementing changes in the work agreed to by the owner contractor, construction manager adviser, and architect. Execution of a completed AIA Document G701<sup>TM</sup>–2001 indicates agreement upon all the terms of the change, including any changer in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. It provides space for the squatures of the owner, contractor, construction manager adviser, and architect, and for a complete descript on of the change. The major difference between AIA Documents G701CMa–1992 and G76 –2001 is that the signature of the construction manager adviser, along with those of the owner, architect and contractor, is required to validate the change order.





# Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER:	OWNER
	DATE:	ARCHITECIT
	ADOLUTEOTIS SOO IFOT MUMPED.	CONTRACTOR: D
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	
	CONTRACT DATE:	FISA: L
	CONTRACT FOR:	O'HER: [
THE CONTRACT IS CHANGED AS FOLLOW	NS:	
	ed amount attributable to previously execut	ed Construction (Lang Directives)
The original Contract Sum was		\$ 0.0
The net change by previously authorized	Change Orders	\$ 0.0
The Contract Sum prior to this Change O	rder was	\$ 0.0
	Change Order in the amount of	\$ 0.0
The new Contract Sum including this Cha	ange Order will be	\$
The Contract Time will be by	( ) days.	
The date of Substantial Completion as of	the date of this Change Order the fore is	
		r c . lat ' D' 1'l
NOTE: This Change Order does not include hove been authorized by Construction Ch	de changes in the Contract Sur. Contract Thange Directive until the cost and inchase	heen agreed upon by both the Owner and
Contractor in which case a Change Orde	r is executed to super the construction	Change Directive.
NOT VALID UNTIL SIGNED BY THE AR	RCHITECT, CONTRACTOR AND OWNER	
		OMNIED (D)
ARCHITECT (Firm name)	SONT AC CR (Firm name)	OWNER (Firm name)
ADDRESS	ADDIAESS	
distribution and the second	DDMESS	ADDRESS
Karrier de La Carrier de Carrier	BONEOU	ADDRESS
BY (Signature)	<b>^`</b>	
BY (Signature)	BY (Signature)	BY (Signature)
	BY (Signature)	BY (Signature)
	<b>^`</b>	
BY (Signature) (Typed name)	BY (Signature)  (Typed name)	BY (Signature)  (Typed name)
	BY (Signature)	BY (Signature)
(Typed name)	BY (Signature)  (Typed name)	BY (Signature)  (Typed name)

# SPEC SECTION 00 62 76 APPLICATION AND CERTIFICATE FOR PAYMENT AIA G702-1992

The Application and Certificate for Payment is as stated in the American Institute of Architects Desurent AIA G702 (1992 Edition) entitled <u>Application and Certificate for Payment</u> and is part of this project manual as if herein written in full.

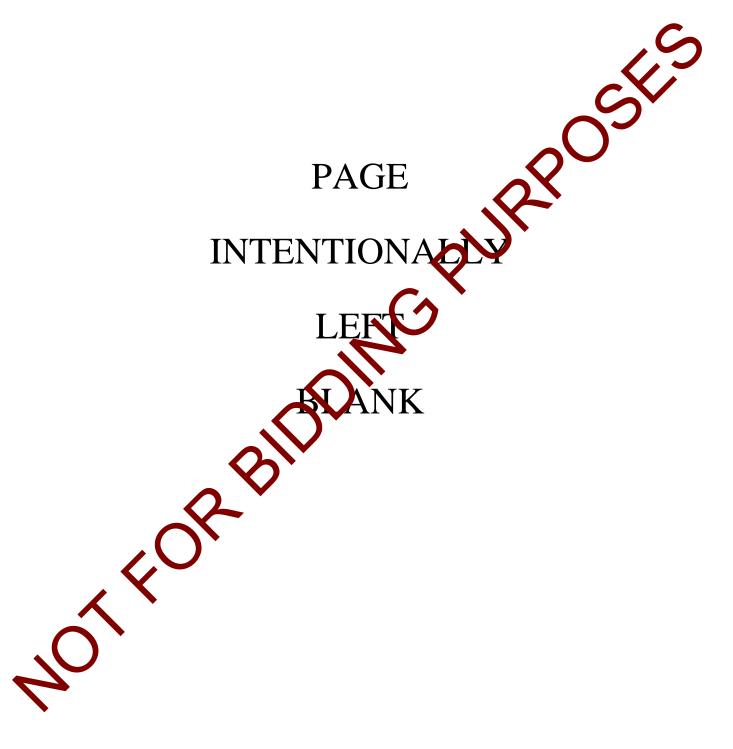


## Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO	Distribution to:
		PERIOD TO:	OWNER:
FDOM	N/IA	CONTRACT FO :	ARCHITECT:
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRAC. DATE: PROJECT NOT: / /	CONTRACTOR:
CONTRACTOR.	AROINI LOT.	PROECING / /	FIELD: 🔲
			OTHER:
CONTRACTOR'S APPLICATION	FOR PAYMENT	The undersigned contracts certifies that to the best of the Co and belief the work to wo ed by this Application for Payment	
Application is made for payment, as shown below		with the Contrac Documents, that all amounts have been pa	id by the Contractor for Work for
Continuation Sheet, AIA Document G703, is atta		which previous Certificates for Payment were issued and paym	ents received from the Owner, and
1. ORIGINAL CONTRACT SUM		that current pays ent shown herein is now due.	
2. Net change by Change Orders		CONTRACTOR:	_
3. CONTRACT SUM TO DATE (Line $1 \pm 2$ )		By	Date:
4. TOTAL COMPLETED & STORED TO DATE (Colu	ımn G on G703) \$	State of:	
5. RETAINAGE:		County of:	
a% of Completed Work	¢	Subscribed and sworn to before me this day of	
(Column D + E on G703) <b>b.</b> % of Stored Material	\$	• me ans day or	
(Column F on G703)	s	Notary Public:	
Total Retainage (Lines 5a + 5b or Total in Co.	lumn I of G703)	My Commission expires:	
6. TOTAL EARNED LESS RETAINAGE		ARCHITECT'S CERTIFICATE FOR PAYME	TV
(Line 4 Less Line 5 Total)		In accordance with the Contract Documents, based on on-site of	oservations and the data comprising
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	r\$	this application, the Architect certifies to the Owner that to the information and belief the Work has progressed as indicate	
(Line 6 from prior Certificate)		accordance with the Contract Documents, and the Contract	tor is entitled to payment of the
8. CURRENT PAYMENT DUE	\$	AMOUNT CERTIFIED.	
9. BALANCE TO FINISH, INCLUDING RETAINAGE		AMOUNT CERTIFIED	
(Line 3 less Line 6)	\$	(Attach explanation if amount certified differs from the amount Application and on the Continuation Sheet that are changed to c	applied. Initial all figures on this conform with the amount certified.)
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTION		
Total changes approved in previous months by		Ву:	Date:
Total approved this Month	\$ \$ \$ ALS \$	This Certificate is not negotiable. The AMOUNT CERTIFIED	) is payable only to the Contractor
TOTA	ALS  \$  \$	named herein. Issuance, payment and acceptance of payment ar the Owner or Contractor under this Contract	e without prejudice to any rights of
NET CHANGES by Change Order	Ψ	the Owner of Contractor under this Contract	

# SPEC SECTION 00 62 76 APPLICATION OF PAYMENTS CONTINUATION SHEET AIA G703 -1992

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.





### **Continuation Sheet**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION I APPLICATION D

ECT'S PROJECT NO:

Α	В	С	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NO. IN D. JR F	COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					(y)				
				$O_{II}$					
			8						
		O							
	GRAND TOTAL	\$	\$	\$	\$	\$		\$	\$

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# SPEC SECTION 00 62 76 CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000

AIA Document G704<sup>TM</sup>–2000 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or concreted and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. In AIA Document G704–2000 the parties agree on the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities and insurance.





## **Certificate of Substantial Completion**

PROJECT:	PROJECT NUMBER:	/	OWNER: [
(Name and address):	CONTRACT FOR:		ARCHITECT:
	CONTRACT DATE:		CONTRACTOR:
			CONTRACTOR.
TO OWNER:	TO CONTRACTOR:		FIELL
(Name and address):	(Name and address):		CITE: M
DDO IEST OF ROPTION OF THE PR	O IECT DECICNATED FOR DART	TAL OCCUPANCY OF LICE CHALL INCH	
PROJECT OR PURITOR OF THE PR	OJECT DESIGNATED FOR PART	TAL OCCUPANCY OR USE SHALL INCL	JB .
The Work performed under this Co	ontract has been reviewed and fo	ound, to the Architect's best in o vieuge	information and belief.
		n the progress of the Work then the W	
portion is sufficiently complete in	accordance with the Contract De	ocuments so that the Owner on occupy	y or utilize the Work for
its intended use. The date of Subst	antial Completion of the Project	t or portion designed a ove the date	e of issuance established
	e date of commencement of app	plicable warrar les required by the Con	tract Documents, except
as stated below:		<b>Y</b>	
		Data Comment	
Warranty		Date of Commencement	
	_		
ARCHITECT	BY	DATE OF ISSUAL	NCE
	Alterate ou	DATE OF ISSUAL	ACE
A list of items to be completed or	corrected is attache here. The	failure to include any items on such li	st does not alter the
responsibility of the Contractor to	complete all Work in accordance	e with the Contract Documents. Unless	s otherwise agreed to in
writing, the date of commencemen		attached list will be the date of issuance	
of Payment or the date of final pay	ment.		
Cost estimate of Work that is in	complete or delective: \$		
			\ 1 C 411
The Contractor will complete or co	ork on the list of ite	ms attached hereto within (	) days from the above
date of Substantial Completion			
CONTRACTOR	ВҮ	DATE	
	<b>5</b> 1	DAIL	
The Owner accepts he Work or de	esignated portion as substantially	y complete and will assume full posses	sion at (time) on
(data).		, · · · · · · · · · · · · · · · · · · ·	,
· ·			
OVALE	BY	DATE	
The responsibilities of the Owner	and Contractor for security, mai	ntenance, heat, utilities, damage to the	Work and insurance
shall be as follows:	-		
	legal and insurance counsel sho	ould determine and review insurance re	quirements and
coverage.)			

#### SPEC SECTION 00 62 76

#### CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA G706 - 1994

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bals for materials and equipment, and other indebtedness connected with the work for which the owner nicht be responsible has been paid or otherwise satisfied. AIA Document G706<sup>TM</sup>–1994 requires the contracte to list any indebtedness or known claims in connection with the construction contract that have no been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond of indepthinty bond to protect the owner with respect to each exception.





# Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)	ARCHITECT'S PROJEC	T NUMBER:	OWNER:  ARCHITECT:
	CONTRACT FOR:	(	CONTRACTOR.
TO OWNER: (Name and address)	CONTRACT DATED:		SURE Y:
			THEN ()
STATE OF: COUNTY OF:			0
otherwise been satisfied for all mate	erials and equipment furni	payment has been made in fall and all shed, for all work, labor and services	performed, and
		for damages arising it any manner in the Owner or Owner's puspecty might in	
held responsible or encumbered.	erenced above for which t	ne Owner of Owner's purposed inight i	n any way be
EXCEPTIONS:			
SUPPORTING DOCUMENTS AT	TACHED HERETO:	CONTRACTOR: (Name and address	·s)
1. Consent of Surety to Final Surety is involved, Conser required. AIA Document Surety, may be used for th Indicate Attachment	Payment. Whenever at of Surety is G707, Consent of		.,
		BY:	
The following supporting document hereto if required by the Owner:	s should be at ached	(Signature of authorized re	oresentative)
1. Contractor's Release of W conditional upon receipt of		(Printed name and title)	
2. Separate Releases of Waiy Subcontractors and materi suppliers, to the extent req	al and equipment	Subscribed and sworn to before me	e on this date:
accompanied by a list ther			
2	)-1	Notary Public:	
3. Contractor's Affidavit of I (AIA Socument G706A).	kelease of Liens	My Commission Expires:	

### SPEC SECTION 00 62 76 CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994

AIA Document G706A<sup>TM</sup>–1994 supports AIA Document G706<sup>TM</sup>–1994 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706–1994 and G706A–1994 along with attached releases or waivers of liens for the contractor, all subcontractors, and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A–1994, and may be required to furtish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

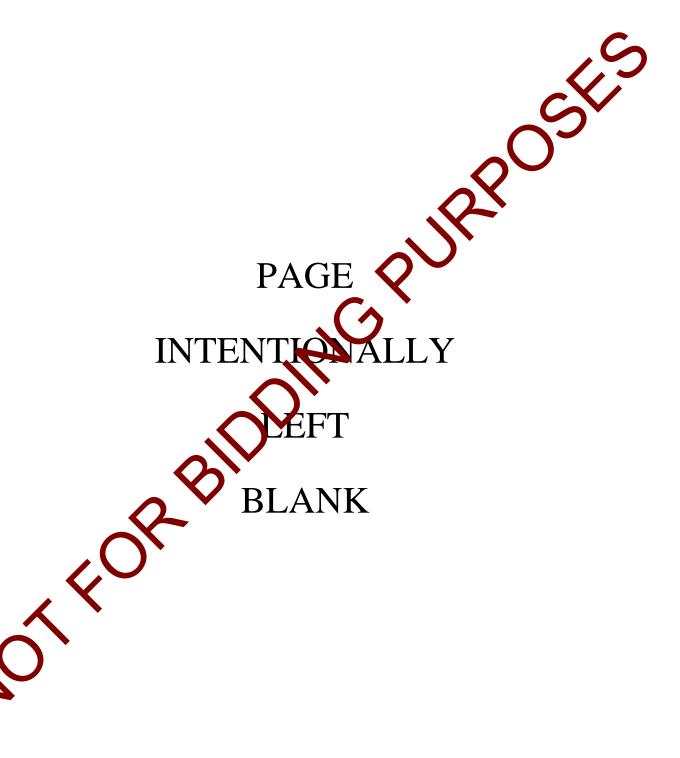


## Contractor's Affidavit of Release of Liens

	ARCHITECT'S PROJECT NUMBER:	OWNER: [
	0011704.07.500	ARCHITECT [
TO OWNER: (A)	CONTRACT FOR: CONTRACT DATED:	CONTRACT R
O OWNER: (Name and address)	CONTRACT DATED.	
		JURETY:
		OTHE A: [
STATE OF:		
COUNTY OF:		
	to the best of the undersigned's knowled	
	of Lien attached hereto include the Cont	
	erformers of Work, labor or services who	
	ens or encumbrances against any property	of the wner arising in any manner
out of the performance of the Contrac	ct referenced above.	
EXCEPTIONS:		
unità l'andiretto uni di la la la una della contrata di la contrata di la contrata di la contrata di la contrata		
SUPPORTING DOCUMENTS ATT	ACHED HERETO: CUNTRACTO	R: (Name and address)
		R: (Name and address)
	ver of Liens,	R: (Name and address)
Contractor's Release or War conditional upon receipt of i	ver of Liens, final payment.	R: (Name and address)
<ol> <li>Contractor's Release or Wai conditional upon receipt of f</li> <li>Separate Releases or Waive</li> </ol>	ver of Liens, inal payment. rs of Liens from BY:	
<ol> <li>Contractor's Release or Wai conditional upon receipt of f</li> <li>Separate Releases or Waive Subcontractors and material</li> </ol>	ver of Liens, final payment.  rs of Liens from and equipment.	(Signature of authorized
<ol> <li>Contractor's Release or Wai conditional upon receipt of it.</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements.</li> </ol>	rs of Liens from BY: and equipment red by the Chart,	
<ol> <li>Contractor's Release or Wai conditional upon receipt of f</li> <li>Separate Releases or Waive Subcontractors and material</li> </ol>	rs of Liens from BY: and equipment red by the Chart,	(Signature of authorized
<ol> <li>Contractor's Release or Wai conditional upon receipt of it.</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements.</li> </ol>	iver of Liens, final payment.  It is of Liens from BY: and equipment it is of the Cwner, of.	(Signature of authorized representative)  (Printed name and title)
<ol> <li>Contractor's Release or Wai conditional upon receipt of it.</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements.</li> </ol>	iver of Liens, final payment.  It is of Liens from BY: and equipment it is of the Cwner, of.	(Signature of authorized representative)
<ol> <li>Contractor's Release or Wai conditional upon receipt of it.</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements.</li> </ol>	iver of Liens, final payment.  It is of Liens from BY: and equipment it is of the Cwner, of.	(Signature of authorized representative)  (Printed name and title)
<ul> <li>conditional upon receipt of it</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements</li> </ul>	iver of Liens, final payment.  rs of Liens from BY: and equipment red to the Cwner, of.  Subscribed a	(Signature of authorized representative)  (Printed name and title)  nd sworn to before me on this date:
<ol> <li>Contractor's Release or Wai conditional upon receipt of it.</li> <li>Separate Releases or Waive Subcontractors and material suppliers, to the extent requirements.</li> </ol>	iver of Liens, final payment.  rs of Liens from and equipment red by the Cwner, of.  Subscribed a  Notary Public	(Signature of authorized representative)  (Printed name and title)  nd sworn to before me on this date:
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# SPEC SECTION 00 62 76 CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994

AIA Document G707<sup>TM</sup>–1994 is intended for use as a companion to AIA Document G706<sup>TM</sup>–1994. Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.





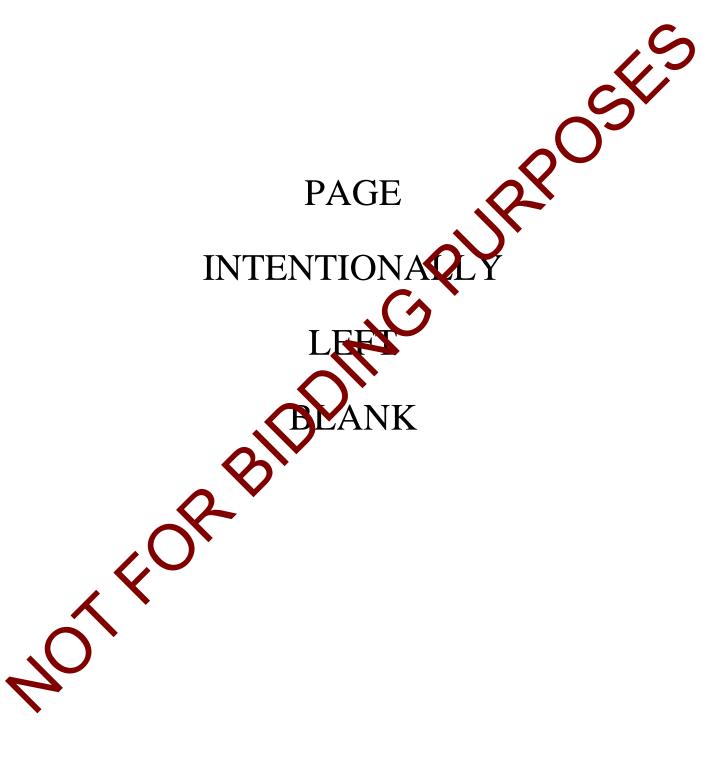
# Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR:	ARCHITECT.
TO OWNER: (Name and address)	CONTRACT DATED:	CONTRACTOR: ☐ SURE Y ☐
		OT IER:
In accordance with the provisions of the (Insert name and address of Surety)	Contract between the Owner and the Contractor as indicat	ed all over the
		27
on bond of		, SURETY,
(Insert name and address of Contractor)		
	<b>C</b> X	
hereby approves of the final payment to	the Contractor, and agrees that final par ment to the Contra	, CONTRACTOR, actor shall not relieve the
Surety of any of its obligations to (Insert name and address of Owner)		
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety ha		
(Insert in writing the month followed y	e numeric date and year.)	
	(Surety)	
	(Signature of authoriz	ed representative)
Attest:	(8	,
(Seal):	(Printed name and titl	(e)

# SPEC SECTION 00 62 76 CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007

AIA Document G714<sup>TM</sup>–2007 is a directive for changes in the Work for use where the owner and contractor have not reached an agreement on proposed changes in the contract sum or contract time. AIA Document G714–2007 was developed as a directive for changes in the work which, if not expeditto may implemented, might delay the project. Upon receipt of a completed G714–2007, the contractor must promptly proceed with the change in the work described therein. NOTE: G714–2001 express in 2009.

A draft copy of this document is included herein as follows



# Construction Change Directive

PROJECT: (Name and address)	DIRECTIVE NUMBER: DATE: CONTRACT FOR:	OWNER. ARCUITEUT:
TO CONTRACTOR: (Name and address)	CONTRACT DATED: ARCHITECT'S PROJECT NUMBER:	CONSULTANT:  CONTRACTOR:  FIELD:  OTHER:
You are hereby directed to make the follow (Describe briefly any proposed changes of		exativ
PROPOSED ADJUSTMENTS		
<ol> <li>The proposed basis of adjustment</li> <li>Lump Sum of \$</li> </ol>	nt to the Contract Sum or Guarant ed Ma	ximum Price is:
☐ • Unit Price of \$ per		
☐ • As provided in Section 7.	.3.3 of AIA Document A.21-2007	
$\Box$ • As follows:		
2. The Contract Time is proposed to	The proposed adjustment, if any	y, is .
When signed by the Owner and Architect and becomes effective IMMEDIATELY as a Con Contractor shall proceed with the change(s) of	sh ection Change Directive (CCD), and the	Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
ARCHITECT (Firm name)	OWNER (Firm name)	CONTRACTOR (Firm name)
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typea name)	(Typed name)	(Typed name)
DATE	DATE	DATE

# SPEC SECTION 00 72 13

# GENERAL CONDITIONS TO THE CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects D cure of AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.



# General Conditions of the Contract for Construction

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

#### THE OWNER:

(Name, legal status and address)

# THE ARCHITECT:

(Name, legal status and address)

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- 11 NSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

#### ADDITIONS AND RELETIONS

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

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

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on 03/09/2012, and is not for resale.

**User Notes:** 

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**Time Limits** 

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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 interpated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcount corr, (5) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

# § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

# § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial postions 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 Savice are persentations, in any medium of expression now known or later developed, of the tangible and intangible are average 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 NITIAL DECISION MAKER

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

# § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### § 1.3 CAPITALIZATION

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

# § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and a ticles 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 INSTRUMENCE 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 aw, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractor, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Subjuttal of distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and naterial or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solel, and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright in tice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and materials a suppliers may not use the Instruments of Service on other projects or for additions to this Project outs de the scope of the Work without the specific written consent of the Owner, Architect and the Architect? Consumpts.

# § 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 protection governing such transmissions, unless otherwise already provided in the Agreement or the Contract Docume as

#### ARTICLE 2 OWNER

# § 2.1 GENERAL

- § 2.1.1 The Owner is the person of antity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 the Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

# 2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility location for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy information furnished by the Owner but shall exercise proper precautions relating to the safe performance of i Work.
- § 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Docume. reasonable promptness. The Owner shall also furnish any other information or services under the Owner's relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- ine Contractor one copy of § 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish the Contract Documents for purposes of making reproductions pursuant to Section

# § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the Equi ements 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 Worl 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 action from the Owner to commence and continue correction of such default or neglect with diligence and promptiess, it was owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's artificial services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter the he Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### CONT ACTO ARTICLE 3

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

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

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

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless omerwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from troop inconsistencies or omissions in the Contract Documents, for differences between field measurements of 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 PROSEDURES

- § 3.3.1 The Contractor shall supervise and cirect 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 an portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures may not be said the Contractor determines that such means, methods, techniques, sequences or procedures may not be said the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that potion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Special actors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 LABOR AND MATERIALS

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

- § 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

# § 3.5 WARRANTY

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

#### **§ 3.6 TAXES**

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

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

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by a vernment agencies necessary for proper execution and completion of the Work that are customarily to were 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 notice required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorizes applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work Knowing into be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public arthorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable a correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physics, or ditions 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 inhe ent in construction activities of the character provided for in the Contract Documents, the Contractor shall from thy provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contract of the Contract of the Contract of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are no many rially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

#### § 3.8 ALLOWANCES

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

# § 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site an 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 Sur out not in the allowances; and
- 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 be Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, stell furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner of the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor hall no change the superintendent without the Owner's consent, which shall not unreasonably be withheld or believe.

# § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submitters. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sam or extension of Contract Time based on the time required for review of submittals.
- 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the owner and Architect.

# § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

# § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The reput to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals apon which the Architect is not expected to take responsive action may be so identified in the Contract Decuments. Submittals that are not required by the Contract Documents may be returned by the Architect without action
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no sela in bowork or in the activities of the Owner or of separate contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related therein occurr do so and (3) checked and coordinated the of the Work and of the Contract Documents. information contained within such submittals with the require
- § 3.12.7 The Contractor shall perform no portion of the Vol. for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Sample or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from regardine ts of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples of similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The contactor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Drag, symples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contracts short direct specific attention, in writing or on resubmitted Shop Drawings, Product Data. Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such witten 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 a chitecure of engineering unless such services are specifically required by the Contract Documents for a portion of e Worl or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities struction means, methods, techniques, sequences and procedures. The Contractor shall not be required to vide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

# § 3.13 USE OF SITE

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

# § 3.14 CUTTING AND PATCHING

- § 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documerus.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully of partially completed construction of the Owner or separate contractors by cutting, patching or otherwise all ring such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Country or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

#### § 3.15 CLEANING UP

- § 3.15.1 The Contractor shall keep the premises and surrounding trea 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 equations and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor

# § 3.16 ACCESS TO WORK

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

# § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

#### **8.3.18 INDEMNIFICATION**

§ 3.18.1 of the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, reflect'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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

# ARTICLE 4 ARCHITECT

#### § 4.1 GENERAL

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architecture in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Document shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- § 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor renitect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

# § 4.2 ADMINISTRATION OF THE CONTRACT

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect is sue the Scal Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a number indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The wever, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Document, a cept a provided in Section 3.3.1.
- § 4.2.3 On the basis of the site visits, the Nychnect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The A chitect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be reposition for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

# § 4.2.4 COMMUNICATIONS, ACILITATING CONTRACT ADMINISTRATION

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

- 4.15 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- **4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, equances of procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may tuthous minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantia Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; ecceive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Contract for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, it consibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to the project porated in the Contract Documents.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and with a interpretation or in the form of drawings. When making such interpretations and decisions, the Architect will endeave to se ure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions or matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract. Occupants.
- § 4.2.14 The Architect will eview and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promphess. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

# A TICL 5 SUBCONTRACTORS § 5.1 DE INITIONS

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

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, and Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no in area e 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 provided, selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 SUBCONTRACTUAL RELATIONS

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

# § 5.4 CONTINGENT A SIGMENT OF SUBCONTRACTS

- § 5.4.1 Each succentract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that 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
  - assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- en 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

maximum extent possible under the law. This document was produced by AIA software at 19.51.24 on 09/2/1/2011 didder order No.2410504113\_1 which expone 00 03/09/2012, and is not for resale.

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 1.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes ach separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forcer and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Contract performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### § 6.2 MUTUAL RESPONSIBILITY

- § 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with their as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies of delects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to refects not then reasonably discoverable.
- § 6.2.3 The Contractor snature aburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's celays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, datage to the Work or defective construction.
- § 6.2.47 As Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 3.2.5 T e Owner and each separate contractor shall have the same responsibilities for cutting and patching as are less that for the Contractor in Section 3.14.

#### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

#### ARTICLE 7 CHANGES IN THE WORK

# § 7.1 GENERAL

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor an order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

# § 7.2 CHANGE ORDERS

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
  - .1 The change in the Work;
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.

# § 7.3 CONSTRUCTION CHANGE DIRECTIVES

- § 7.3.1 A Construction Change Directive is a written order prepared by the A chitect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, Kany, 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 a Idition 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 bsence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provide for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - .1 Mutual acceptance of a lunin 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 it a manner agreed upon by the parties and a mutually acceptable fixed or percentage fre; o
  - .4 As provided a 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 Contractors the applicable unit prices shall be equitably adjusted.
- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Time.
- § 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or .2 consumed:
- Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor
- Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related Work; and
- Additional costs of supervision and field office personnel directly attributable to the change .5
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change hat results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both a ldinous 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 In the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination ande by the Architect concerning the each agreement upon the adjustments, such adjustments in the Contract Sum and Contract Time, or of agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Constitution

# § 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 in one ster, with the intent of the Contract Documents. Such changes will be effected by written order signed by the archiect and shall be binding on the Owner and Contractor.

#### ARTICLE 8 TIME § 8.1 DEFINITIONS

- co, contract Time is the period of time, including authorized adjustments, allotted in § 8.1.1 Unless otherwise privi the Contract Documer is 10. Substantial Completion of the Work.
- mer cement of the Work is the date established in the Agreement. § 8.1.2 The date of con
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- erm "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically inea

#### OGRESS AND COMPLETION

- 2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

# § 8.3 DELAYS AND EXTENSIONS OF TIME

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

# ARTICLE 9 PAYMENTS AND COMPLETION § 9.1 CONTRACT SUM

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

# § 9.2 SCHEDULE OF VALUES

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

# § 9.3 APPLICATIONS FOR PAYMENT

- § 9.3.1 At least ten days before the date established to eac progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work Such a plication shall be notarized, if required, and supported by such data substantiating the Contractor's right to plyment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Shange 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 in end? pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contract of intends to pay.
- § 9.3.2 It gless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment relivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Twner, payment may similarly be made for materials and equipment suitably stored off the site at a location a reed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon concellince by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

# § 9.4 CERTIFICATES FOR PAYMENT

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

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

# § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- third party claims file for reas nable evidence indicating probable filing of such claims unless security acceptable to the Owner's 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;
- reason ble evidence that the Work will not be completed within the Contract Time, and that the unpaid by lance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 Notated failure to carry out the Work in accordance with the Contract Documents.

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

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

# § 9.6 PROGRESS PAYMENTS

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

- § 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly poid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontractor Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact. Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- § 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Local gents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full paral sum of the Contract Sum, payments received by the Contractor for Work properly performed by Succordiactors 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 the standard shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the standard ements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, brough no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or it the Owner does not pay the Contractor within seven days after the date established in the Contract Decuments the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor mix, by on even additional days' written notice to the Owner and Architect, stop the Work until payment of the amount ewing has been received. The Contract Time shall be extended appropriately and the Contract Sun shand by 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 Compaction is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- soluted portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, is 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 tage when such portion is designated by separate agreement with the Contractor, provided such occupancy of use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having juit selection 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 their for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be let rmined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the C wner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

# § 9.10 FINAL COMPLETION AND FINAL PAYMENT

- § 9.10.1 Upon receipt of the Contractor's written natice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable ander see Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for hayment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the first Contificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment has been fulfilled.
- § 9.10.2 Neithe firal payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Wor 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 1 ast 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor kine 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising fro
  - .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 consult ute a waiver of claims by that payee except those previously made in writing and identified by that payee as ansettled 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 set by precautions and programs in connection with the performance of the Contract.

#### § 10.2 SAFETY OF PERSONS AND PROPERTY

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
  - .1 employees on the Work and other persons be affected thereby;
  - the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - other property at the site or adjace of here to, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not disignate I for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful order or public authorities bearing on safety of persons or property or their protection from damage, in ary r loss.
- § 10.2.3 The Contractor strull rect 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 necessar, 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 instance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in sole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

If either party suffers injury or damage to person or property because of an act or omission of the other party, or others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not issurshall 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 Contractor regarding hazardous materials. If the Contractor encounters a hazardous material or substance no aduressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable wally 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 an condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.
- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain he s ices of a licensed laboratory to verify the presence or absence of the material or substance reported by the contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless therwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material of substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmle's, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Profit, 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 I w, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's or sultants 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 anested area if in fact the material or substance presents the risk of bodily injury or death as described in Section 1,3.1 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 it elf) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking is demnity.
- § 10.3. 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 mate jals or substances required by the Contract Documents, except to the extent of the Contractor's fault or gligent in the use and handling of such materials or substances.
- 9.3.5 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 Contract or 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 tenefit are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease of 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 a mury toor destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle:
- .7 Claims for bodily injury or property damage arising out o completed operations; and
- .8 Claims involving contractual liability insurance applied to the Contractor's obligations under Section 3.18.
- § 11.1.2 The insurance required by Section 11.1.1 stands written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- § 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon received or replacement of each required policy of insurance. These certificates and the insurance policies required by the Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or antive 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 inal application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of the coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- § 1.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the O mer, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part v. Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional in ured 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 of 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, with our duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstern, falsework, testing and startup, temporary buildings and debris removal including demolition occasione a by inforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Couractor'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 vriting prior to commencement of the Work. The Contractor may then effect insurance that will protect the interest of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the conthereof 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 Oyner shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the property insurance requires deductibles, 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 riven consent, take no action with respect to partial occupancy or use that would cause cancellation, lepse or reduction of insurance.

# § 11.3.2 BOILER AND MACHINERY INSURANCE

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

# § 11.3.3 LOSS OF USE INSURANCE

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

- § 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- § 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days; 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-subcontra agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for lamages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to his jection 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcoin a tors, agents and employees of any of them, by appropriate agreements, written where legally required for validity sincilar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of sublegation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even the agin that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the inturnice 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 me, appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The catagory shall pay Subcontractors their just shares of 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 a propriate agreements, written where legally required for validity, shall require Subcontractors to make payment to heir 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 acties. 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 as come as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolutions between the Owner and Contractor. If after such loss no other special agreement is made are unless the Owner terminates the Contract for convenience, replacement of damaged property shall be parto med by the Contractor after notification of a Change in the Work in accordance with Article 7.
- § 11.3.10 The Owner as fiduliary 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 and 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 spute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

#### UNCOVERING AND CORRECTION OF WORK ARTICLE 12

#### § 12.1 UNCOVERING OF WORK

- § 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such contract Doc and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Own separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty, equired 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 where the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall go acceptance 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 waves the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor falls to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Oyace of receipt, the Owner may correct it in accordance with Section 2.4.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completor by he period of time between Substantial Completion and the actual completion of that portion of the Work
- § 12.2.2.3 The one-year penal for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to an Section 12.2.
- § 12.2.3 The Contracte 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.
- he Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work it is not in accordance with the requirements of the Contract Documents.
- Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to r obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 25.4.

### § 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 replain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a leader 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; on 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, conjustions, rights and remedies otherwise imposed or available by law.

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

#### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and a provals of portions of the Work shall be made as required by the Contract Documents and by applicable lows, 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 be a all elated costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice on when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Corner 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 have or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

- § 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

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

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

- § 14.1 TERMINATION BY THE CONTRACTOR
- § 14.1.1 The Contractor may terminate the Contract if the Work is samped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-sit, entirector or their agents or employees or any other persons or entities performing portions of the Work underdirect 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 decuration of national emergency that requires all Work to be stopped;
  - .3 Because the Architect has not a suer a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate to Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed it fit hish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.
- § 14.1.2 The Contract a new erminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor of their a ents 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 controlletion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If the of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written votice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.
- Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, took 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 a counting 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 a Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, an 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 is be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, up to spale ation, and this obligation for payment shall survive termination of the Contract.

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

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time small be adjusted for increases in the cost and time caused by suspension, delay or interruption as destined 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 Contract is responsible; or
  - .2 that an quitable adjustment is made or denied under another provision of the Contract.

### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 (pon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor hall
  - cease operations as directed by the Owner in the notice;
    - take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
  - .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.

on 03/09/2012, and is not for resale.

#### ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. C simple by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim of within 2 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions are 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 CONSEQUENTA DAMAGES

The Contractor and Owner waive Chip's a ainst each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and sequent on, and for loss of management or employee productivity or of the services of such persons and
- damases incurred by the Contractor for principal office expenses including the compensation of parsonnel strained there, for losses of financing, business and reputation, and for loss of profit except anti-spated profit arising directly from the Work.

This methal 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 lighted damages, when applicable, in accordance with the requirements of the Contract Documents.

#### S TO 2 INITIAL DECISION

on 03/09/2012, and is not for resale.

**User Notes:** 

25.2.1 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 sych 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 by a receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The nitial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their displace through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision already time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the dat 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 accision.
- § 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 strety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or; the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable lay to comply with the lien notice or filing deadlines.

#### § 15.3 MEDIATION

- § 15.3.1 Claims, disputes, of other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree of terwie, shall be administered by the American Arbitration Association in accordance with its Construction Industry Nediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, the very 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 fring 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 equest 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 judgin ent pay 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 consolid to an a bitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) be a bitration 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 pitseline is equired 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 Cordanter grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by join ler or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agree neit.

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## SPEC SECTION 00 73 13 SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction." AIA Document A201-2007. 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 OWNED ON BY SEPARATE CONTRACTORS
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- 10. PROTECTION OF PERSONS AND PROPERTY
- 11. INSULANCE AND BONDS
- 12. NCOVERING AND CORRECTION OF WORK
- B. MISCELLANEOUS PROVISIONS
- 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 sample forms, the Bid Form, the Contractor's completed Bid and the Award I

Add the following Paragraph:

In the event of conflict or discrepancies among the Contract Documents, the 1.1.1.1 Documents prepared by the State of Delawar vision of Facilities Management shall take precedence over all othe documents.

#### CORRELATION AND INTENT OF THE CONTRACT DO 1.2

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 ANA INSTALL" and shall include, without limitation, all labor, equipment, transportation, services and other items required to complete th
- PRODUCT" as used in the Contract Documents means all 1.2.6 materals, systems and equipment.
- 1.5 IP AND USE OF DRAWINGS. SPECIFICATIONS AND OTHER MONTS OF SERVICE

raragraph 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. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Delete Paragraph 1.5.2 in its entirety.

#### **ARTICLE 2: OWNER**

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

"The Contractor, at their expense shall bear the costs to accurately hentify 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."

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

#### **ARTICLE 3: CONTRACTOR**

3.2 REVIEW OF CONTRACT LOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third server in Paragraph 3.2.3.

#### 3.3 SUPER VION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

- The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or 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 hotify 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 constructed as an acceptance of preparatory Work and later claims of defects will not be accognized.
- 3.4.5 Under no circumstances shall the Contractor 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 guarantee all materials and workmanship against original defects, except him, from proper and usual wear when used for the purpose intended to two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- Defect oppearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

#### 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 Overating and Maintenance Instructions/Manuals.
- In the second sentence of the paragraph, insert "indemnify" be we'r "shall" and "hold".

#### ARTICLE 4: ADMINISTRATION OF THE CONTRACT

#### 4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

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

Delete the second sentence of lorag aph 4.2.7 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 foll wing Paragraph:

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

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

#### ARTICLE 5: SUBCONTRACTORS

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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the

Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 <u>Delaware Code</u> § 6962(d)(10)b.3 and 4.

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

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARA CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

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 beamd the Progress Schedule as submitted by the Contractor, the Contractor skall employ additional labor and/or equipment necessary to bring the Vork into compliance with the Progress Schedule at no additional cost to as Owner.
- 8.3 DELAYS AND EXTENSION OF TIME
  - 8.2.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

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 their rights under the Contract.

#### ARTICLE 9: PAYMENTS AND COMPLETION

#### 9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using ALA Queen G702, Continuation Sheet to G703.
- 9.2.2 The Schedule of Values is to include a line item or Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

#### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment Skan 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 Cityeo t Documents have been received and outstanding items completed the Cwier vill 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 PECISIONS 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:

## MORRIS KC COMMUNITY CORRECTIONAL CENTER DOVER, DELAWARE

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

#### 9.7 FAILURE OF PAYMENT

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

#### 9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

"If the Architect is required to make more than 2 inspections of the ame portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 In the second sentence, strike "shall" and it set "m'ty"

### ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

- 10.1.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Salety 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 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 Dwner or Architect, Contractor Safety meetings will be scheduled. The autoidance 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:

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 Paragraph 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 (1) 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 in its entirety and replace with the following:

The State will not provide Bulder's All Risk Insurance for the Project. The Contractor and all Subcontrac ors snall provide property coverage for their tools and equipment, as rece sary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

#### 11.4 PERFORMANCE BOND AND PAYNEN, 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 VIBSTANTIAL COMPLETION

Add the following Paragraph:

- 2.2.2.1.1 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.
- 12.2.2.1 Strike "one" and insert "two".
- 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 distrute resolution, the Federal Arbitration Act shall govern Section 15.4."

#### 13.6 INTEREST

Strike "the date payment is due at such rate as the parties may agre 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 FEDER ALS VALUTES OR REGULATIONS

13.8.1 If any provision, specifications of 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 Cortactor shall notify the Architect and Owner immediately upon discovery.

#### ARTICLE 14: TERMINATION OF 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:

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

- 1.2 Throughout the Paragraph strike "21" and insert "45".
- 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its 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 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 renedies at law or in equity".
- 15.3.2 In the first sentence, delete "administered ky the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Sticke "binding dispute resolution" and insert "remedies at law and in equity".

#### 15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety

END OF YELLON



#### **SECTION 00 73 14**

#### ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS

#### PART 1 - GENERAL

#### 1.1 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, 397 earling.

  Articles 1 through 14 inclusive, is part of this contract and is bound herewith.
- B. References to Articles herein are to AIA Document A201.

#### 1.2 SUPPLEMENTARY CONDITIONS

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

#### 1.3 REFERENCE TO DIVISION 01 - GENERAL REQUIPEMENTS

- A. Certain provisions of Division 01, CENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross referenced in the various sections of Division 01.
- C. Throughout the entire ocument, wherever "Architect" is stated, read "Engineer".

#### 1.4 ARTICLE 1 – GENERAL PROVISIONS

A. Paragraph 11 - Bai Definitions

Add the I dowing subparagraph:

1.18 Zerms and Definitions

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

Approved: Accepted by the Engineer or authority enforcing standards.

Described: Refer to Project Manual.

Specified: Refer to Project Manual.

Shown: Refer to Drawings.

#### 1.5 ARTICLE 3 - CONTRACTOR

A. Paragraph 3.4 - Labor and Materials

Subparagraph 3.4.1 - Add the following sentence:

Refer to Division 01 for detailed requirements concerning Temporary Facilities and Equipment.

Subparagraph 3.4.2 - Add the following sentence:

Refer specifically to Division 01 for detailed procedures regarding substitutions of material and/or equipment.

B. Paragraph 3.7 - Permits, Fees and Notices

Add the following:

3.7.5 Where local law at the site of the building equires. Certificate of Occupancy, the Contractor shall obtain and pay for this Certificate and deliver it to the Owner.

#### 1.6 ARTICLE 5 - SUBCONTRACTORS

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

Add the following subparagrams

5.2.6 For Public Works Contracts, the Contractor shall not subcontract, sublet, sell, and transfer...work or materials to an organization other than their own...without written permission from the state. In case such permission is given, the Contractor will be permitted to subcontract or sublet a portion thereof but shall perform with their own organization. For amounting to not less than ten percent (10%) of the total contract bits price, exclusive of General Condition Items, Overhead, and Profit.

#### 1.7 ARTICLE STATE

A. Paragraph 8.1.2

Add the following:

The Contractor shall begin work within ten (10) days following receipt of an Official Purchase Order issued by the State of Delaware.

#### ARTICLE 11 – INSURANCE & BONDS

A. Paragraph 11.5 - Performance Bond and Payment Bond

Add the following subparagraphs:

- 11.5.3 Prior to delivery of the executed contract, the Contractor must deliver to the Owner an executed performance bond in the amount of 100% of the accepted bid as security for the faithful performance of their contract and include the one year guarantee; and an executed labor and material payment bond in the amount of 100% of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith and conditioned that the Contractor shall well and faithfully pay all daily labor employed by their firm for this contract in full once each need. Performance and payment bond may be in a combined form. The bonding company's standard forms are acceptable provided all coverage requirements are included. Consent of Surety must be included.
- 11.5.4 Bonds are to be in favor of the Owner and shall be paid for by the Coltractor and furnished by a surety company licensed in the State of Delayare where has the right to demand proof that the parties signing the bonds are full authorized to do so.

#### 1.9 ARTICLE 16 – CLAIMS AND DISPUTES

A. 16.1 The Contractor shall comply with the following provisions of **Delaware Code**, Title 29, Chapter 69, Section 6962:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, working a prachanics, shall be given to bona-fide legal citizens of the State who have state ished 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 abovirsion thereof shall contain a stipulation that any person, company, or corporation who violates this Section shall pay a penalty to the Secretary of Finance equal to the mount of compensation paid to any person in violation of this section.

- Prefer notes are Delaware Labor: Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the state of Delaware in which either:
  - 1. The single contract or subcontract totals \$20,000 or more; or
  - 2. The contract or sub-contract is a "cost-plus" contract whose estimated cost-and profit totals \$20,000 or more; or
  - 3. The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.

The Division of Revenue will accept cash bonds, which may be paid by check on contracts not exceeding \$100,000.

The Contractor's bond shall be filed before construction commences on any contract upon which a bond is required, pursuant to Title 30 **Delaware Code** Chapter 375 as outlined above.

For licensing requirements, penalties, definitions, information filing and other requirements, bidders shall refer to Technical Information Memorandum 86-10 and Code Sections 375, 2501 and 2503. For additional information, contact 1-800-292-7826.

#### 1.10 ARTICLE 17 - LICENSE, TAX AND STATE LAW REQUIREMENTS

- A. 17.1 In the performance of this Contract the successful bidder is required to come by with all applicable Federal, State and Local laws, ordinances, codes and regulation. The cost of permits, insurance, taxes and other relevant costs required in the performance of the Contract shall be borne by the successful bidder. All Delivare Liws in reference to construction shall be as binding as though quoted in all her in and their application shall be fully adhered to by all parties affected hereby. The Contractor shall furnish upon request any or all of the referenced items.
- B. 17.2 All bidders shall be properly licensed and authorized to transcet business in the State of Delaware as provided for in the Delaware Code Citte 30, Chapter §2502 and in any and all Delaware Municipalities having jurisdict on to require such licensing within the geographic boundaries of the site (s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure equired by this subsection with the Division of Revenue prior to, or in conjunction with the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such a license compliance shall be as determined by the Owner or their designee.
- C. 17.3 All bidders for public waks projects shall insure that they have met all general contractor and or subcontractor licensing requirements in accord with the requirement of Table 29 Chapter 6962 prior to submitting a bid.

## 1.11 ARTICLE 18 - INDEMN FICATION BY THE CONTRACTOR AND SUBCONTRACTORS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, the Consulting Engineers and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself including the loss of use resulting therefrom, and (2) is caused in whole or in part by an negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY CONTRACTOR Article.

- In any and all claims against the Owner, the Architect, and Consulting Engineers or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.
- 18.1.3.4 The obligations of the Contractor shall not extend to the liability of the Architect, the Consulting Engineers or their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications or (2) the giving of or the feature to give directions or instructions by the Architect, the Consulting Engineers or their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### 18.2 INDEMNIFICATION BY THE SUBCONTRACTORS

- 18.2.1 Contractor hereby covenants and agrees that it will include the following provisions in all subcontracts exceed into by the contractor for performance of any and all portions of the work or the project:
  - (1) To the full nt permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Concatting Engineers and their agents and employees from and against all laims, damages, losses and expenses, including but not inneed to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, los or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY THE SUBCONTRACTORS Article.
  - a. In any and all claims against the Owner, the Architect, the Consulting Engineers or any of their agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

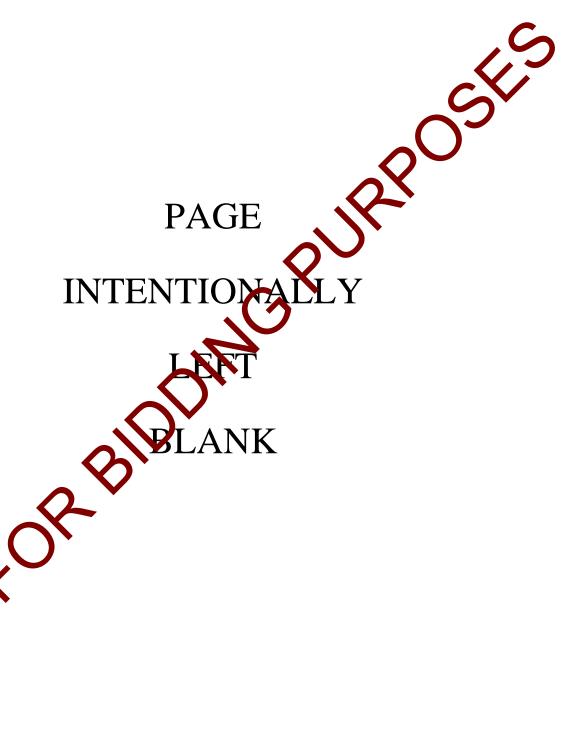
orders, design or specifications, or (2) the giving of or the failure of give direction of instructions by the Architect, the Consulting Engineers, their agents or employees, arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure of give direction of instructions by the Architect, the Consulting Engineers, their agents or employees provided such giving of failure to give is the primary cause of the injury or damage.

END OF SECTION

## SECTION 00 73 46 PREVAILING WAGE RATES

These rates are promulgated and enforced pursuant to the prevailing wage regulations adopted by the Department of Labor April 3, 1992.

Classification of workers are determined by the Department of Labor. For assistance in classifying workers, or for a copy of the regulations or classifications, phone (302)451-3423.



# STATE OF DELAWARE DEPARTMENT OF LABOR DIVISION OF INDUSTRIAL AFFAIRS OFFICE OF LABOR LAW ENFORCEMENT

PHONE: (302) 451-3423

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

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSE
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	5 . 8	42.77
CEMENT FINISHERS	72.28	46 /1	22.17
ELECTRICAL LINE WORKERS	45.47	8 9)	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	44.7	44.70	44.70
MILLWRIGHTS	9.19	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/TIL NAS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE TRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.19	20.94

CERTIFIED: 3/28/17

ADMINISTRATOR, AFFICE OF LABOR LAW ENFORCEMENT

NOTE:

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

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

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

PROJECT: MC3806000009 Morris Community Correction Center - Boiler and Pump Replacement , Kent County

### SPEC SECTION 00 81 13 GENERAL REQUIREMENTS

#### TABLE OF ARTICLES

- 1. GENERAL PROVISIONS
- 2. OWNER
- 3. CONTRACTOR
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- 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 10. PROTECTION OF PERSONS AND PROTERTY
- 11. INSURANCE AND BONDS
- 12. UNCOVERING AND CORRECTION OF WORK
- 13. MISCELLANE US TROVISIONS
- 14. TERMINATION OR SUSPENSION OF THE CONTRACT

#### CONTRACT DOCUMENTS

- 1.1.1 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 to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.1.2 Work including material purchases shall not begin until the Contractor is increase of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.
- 1.1 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
- 1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed sem, color, sexual orientation, gender identity or national origin. Such action small include, but not be limited to, the following: employment, upgrading, benedion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for transing including apprenticeship. The Contractor agrees to post in confocuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscramination clause.
  - 2. The Continuor will, in all solicitations or advertisements for employees placed oy or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual rientation, gender identity or national origin."

#### ARTICLE 2 OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

#### ARTICLE 3: CONTRACTOR

- 3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's base attention. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating at procedures. the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks as igned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract pocuments. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor han famish evidence as to the kind and quality of materials and equipment provided
- Unless otherwise provided the Unitactor shall pay all sales, consumer, use and other 3.7 similar taxes, and shall secure and bay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor and Comply with and give notices required by laws, ordinances, rules, regulations, and with orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 e Contractor shall be responsible to the Owner for the acts and omissions of the r's employees, Subcontractors and their agents and employees, and other persons erforming portions of the Work under contract with the Contractor.
- 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 from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall be responsible for returning all damaged areas to their original conditions.
- STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the

Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

- The Contractor shall comply with all requirements set forth in Section 6962, Chapter 6, Title 29 of the <u>Delaware Code</u>.
- During the contract Work, the Contractor and each listed Subcontractor, shall imple used an Employee Drug Testing Program in accordance with OMB Regulation 1104"Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

#### ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds The bond shall be in the form approved by the Office of Management and Budget. The cond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, prans, specifications, and bid documents thereof. Each term and condition shall be net at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materies of performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful hidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Livoking a Performance Bond The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
  - Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the

Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or enclases to perform or fails to comply with the terms thereof, the Agency which seemed the Contract may terminate the Contract and proceed to award a new contract in a condance with this Chapter 69, Title 29 of the Delaware Code or may require the Suret on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursing additional remedies as otherwise provided by law.

#### 4.3 CONTRACT INSURANCE AND CONTRACT (IAUILITY

- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the state, any Agency, officer and/or employee of the State, for and from all claims of hibitary which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2 The purchase or non archase of such insurance or the involvement of the successful Bidder in any legal or qui able defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State its a jencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

#### 4.4 **EIGHT TO AUDIT RECORDS**

The Owner 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 seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

#### ARTICLE 5: SUBCONTRACTORS

#### 5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
  - 1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Systematic of category.
  - 2. A Bid will not be accepted nor will an award of any Contract be pade to any Bidder which, as the Prime Contractor, has listed itself at the Subcontractor for any Subcontractor unless:
    - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
    - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licens s; and
    - C. That the Bidder's reagnized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the warding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any better shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another 5 bcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is attisfied that the Subcontractor whose name is on the Bidders accompanying statement:
  - A. Is unqualified to perform the work required;
  - B. Has failed to execute a timely reasonable Subcontract;
  - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
  - D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. 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 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 based.

#### 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

Should the Contractor fail to utilize any or all of the Subcontractors is 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 payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor hay 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 femission 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 contract mount not to exceed \$10,000

#### 5.3 ASBESTOS ABATEM ENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursue a to Chapter 78 of Title 16.
- 5.4 STAND. (DS OF CONSTRUCTION FOR THE PROTECTION OF THE PLYSICALLY HANDICAPPED
- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

#### 5.5 CONTRACT PERFORMANCE

Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

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

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

#### ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shell be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "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 cost such as workman's compensation insurance, Social Security/Medicare, and unexployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of caterials/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. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" rublication.
  - In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager.

unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

#### **ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse yearner conditions, unavoidable casualties or other causes beyond the Contractor's convert, the Contract Time shall be extended for such reasonable time as the Owner may after mine.
- Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the contrict, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or term rate the Contract for abandonment or delay in the matter provided for, nor relieve me Contractor of full responsibility.

# 8.4 SUSPENSION AND DEBARMENT

- 8.4.1 Per Section 6962(d)(14), Title 29, Delayare Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- "Upon such failur for any of the above stated reasons, the Agency that contracted for 8.4.2 the public Lorks project may petition the Director of the Office of Management and Budget it Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a carring to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

#### 8.5 RETAINAGE

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the prachlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Archite t and Contractor. Once the punchlist is prepared, all three parties will by natural agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

# ARTICLE 9: PAYMENTS AND COMPLETION

# 9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon recept of all required closeout documentation, provided all other requirements of the connect Documents have been met.
- 9.1.2 A date will be fixed for the aking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and a prove I for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Time 29 of the <u>Delaware Code</u> annualized interest is not to exceed 12% per annum beginning annualized interest is not to exceed 12% per annum beginning annualized interest is not to exceed 12% per annualized interest is not e

# 9.2 PARTIA PAYMENTS

- Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored t secured locations, which are suitable for use in the performance of the contract.
- When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 29.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

#### 9.3 SUBSTANTIAL COMPLETION

- 9.3.1 When the building has been made suitable for occupancy, but still requires span it miscellaneous work, the Owner will determine the date when the proje substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion it en is materially delayed through no fault of the Contractor, and without termine in the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms are conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

#### 9.4 FINAL PAYMENT

- 9.4.1 Final payment, including the five per ent (25) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the contractor has submitted the following closeout documentation (in addition to any ther documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfa to y to the Owner that all payrolls, material bills, and other indebtedness wo k have been paid, connected with
- 9.4.1.2 otab e RELEASE OF LIENS, An acco
- 9.4.1.3 all applicable warranties,
- s-built drawings, 9.4.1.4
- Operations and Maintenance Manuals,
- Instruction Manuals,
- Consent of Surety to final payment.
- .4.1.8The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

# ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 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 take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or any one directly or indirectly employed by any of them, or by anyone for whose acts they may be lightle.
- The Contractor shall notify the Owner in the event any existing hazardus material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- As required in the Hazardous Chemical Auformation Act of June 1984, all vendors supplying any materials that may be useful as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution 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 any for eseeable emergency situation. Material Safety Data Sheets must be provided directly to the caynor along with the shipping slips that include those products.
- The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified it as provided by the Contractor.

# ARTICLE 11. IN URANCE AND BONDS

- The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

- Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the cuties construction period on this project.
- Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of as contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building meterals (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company of companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

# 11.7.1 <u>Contractor's Contractural Liab lity Insurance</u>

#### Minimum cover ge to b

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate

Property Damage \$500,000 for each occurrence \$1,000,000 aggregate

# 7.2 <u>Contractor's Protective Liability Insurance</u>

# Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$500,000	for each occurrence
	\$500,000	aggregate

# 11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contracted liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner garanteeing fifteen (15) days prior notice of cancellation, non-renewal, or any charge in coverages and limits of liability shown as included on certificates.
- 11.7.7 <u>Social Security Liability</u>
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the contractor shall accept full and exclusive liability for the payment of any and all concibutions or taxes or unemployment insurance, or old age retirement benefits, persions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wayes salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employ tent records as may be necessary to enable it to fully comply with the law imposing the afores ad contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

# APTICLE 12: UNCOVERING AND CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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

#### ARTICLE 13: MISCELLANEOUS PROVISIONS

#### 13.1 **CUTTING AND PATCHING**

13.1.1 The Contractor shall be responsible for all cutting and patching tractor shall coordinate the work of the various trades involved.

#### 13.2 **DIMENSIONS**

13.2.1 All dimensions shown shall be verified by the Cortect actual measurements at the project site. Any discrepancies between the draving and specifications and the existing conditions shall be referred to the Owner for adjust, ent before any work affected thereby has been performed.

#### 13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of h aterial and finished articles to be incorporated in the work shall be made by bureaus, lab ratories or agencies approved by the Owner and reports of such tests shall be submitte he Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor hal furnish all sample materials required for these tests and shall deliver e that the testing laboratory or other designated agency when and where same without c directed by the Ow

#### ARCHA, OLOGICAL EVIDENCE 13.4

13.4.1 r, in the course of construction, any archaeological evidence is encountered on the arface or below the surface of the ground, the Contractor shall notify the authorities of the Pelaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

#### GLASS REPLACEMENT AND CLEANING

The General Contractor shall replace without expense to the Owner all glass broken during 13.5.1 the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

#### 13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

# **ARTICLE 14: TERMINATION OF CONTRACT**

- If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or to reafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contangent upon the appropriation of adequate state, or federal funds, this Agreement is be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best effects to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

**END OF SECTION** 

# **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 or	n the jobsite during the report period:
Number of employees subject to rand	om testing taking the report period:
Number of Negative Results	Number of Positive Results
Action taken on employee(s) in respo	nse o a failed or positive random test:
Authorized Representative of Contract	etor/Subcontractor:
	(typed or printed)
Author zed Representative of Contract	etor/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 respons	
2	
Authorized Representative of Contract	etor/Subcontractor:
(0)	(typed or printed)
Authorized Representative of Contract	etor/Subcontractor:
	(signature)
Date	

his 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.

#### **SECTION 00 82 13**

# ADDITIONAL GENERAL CONTRACTING REQUIREMENTS

# PART 1 GENERAL

# 1.01 GENERAL PROVISIONS

A. APPLICABLE PROVISIONS of the entire Project Manual including Addenda sharpovern this Section as fully as if repeated herein.

# 1.02 BIDDING AND CONTRACT DOCUMENTS

A. Reference to specific sections of Bidding and Contract Document, further herein will be by Section number only.

# 1.03 WORK INCLUDED

- A. Briefly, and without force, it is the intent of this Project Manual and of the accompanying drawings that this Contractor shall provide the following:
  - 1. Remove existing Boiler and Circulation Lumps in their entirety and replace with new.
  - 2. Remove existing Flue and Sack System including all breeching, stack fan and replace with new.
  - 3. Remove existing and provide new Condensate Drainage System, including piping, condensate tap and neutralizing tank.
  - 4. Upgrade the exacting BAS System, update programming to current revision, and update sequence of operation for the boilers.
  - 5. Provide new Boiler Room Exhaust System. Modify the Supply Ventilation to the Biler Room and remove the return system from the Boiler Room.

# 1.04 WORK NOT INCLUDED

sbestos Material: If material is encountered which may contain asbestos and must be disturbed, do not touch the material. Notify the Asbestos Section of the Division of Facilities Management in writing. Within fourteen (14) calendar days, the Division of Facilities Management will perform laboratory tests to determine if there is asbestos. If asbestos is not a danger, the Contractor will be directed to proceed without change. If the material is asbestos and must be handled, the Division of Facilities Management will direct a change.

# 1.05 SECURITY

A. All wall openings must be secured and weather-proofed at the end of each work day.

- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All employees on the work and other persons who may be affected thereby.
  - 2. All work, materials and equipment to be incorporated therein.
  - 3. Other property at the site or adjacent thereto.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of passens or property or to protect them from damage, injury or loss. All damage or loss to any property or building materials shall be remedied by the Contractor no matter how such language or loss is caused.

# 1.06 MAJOR SUB-CONTRACTORS

- A. Refer to the Bid Form for the listing of Sub-Contractor and Addresses.
- B. For simplicity, all sub-contracts and sub-contractors will be referred to further herein as Contracts and Contractors respectively.

# 1.07 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specificators and drawings to include under each item all materials, apparatus and labor necessar, to proberly install, equip, adjust and put into perfect operation the respective portions of the instructions specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, nachbery, small items not mentioned in detail which may be found necessary to complete or parfect any portion of the installations in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to be owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Prime Contractor or any subcontractor.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. Any work called for in the specifications but not mentioned or shown on the drawings, or called for in the drawings but not mentioned in the specifications, shall be provided as though called for in both.
- E. When any device or part of equipment is referred to herein in the singular number, such as "the pump", such reference shall be deemed to apply to as many such devices as required to complete the installation.

F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

# 1.08 CONTINUITY OF SERVICES

- A. Continuous operation of basic services of these facilities during the construction is mandatory. This specifically includes space heating, steam and condensate piping, telephone storm sewer, domestic hot and cold water services, electrical services, and all security as steams.
- B. No action shall be taken by these Contractors that will interrupt any of the existing bailding services or systems unless previous arrangements have been made five (i) days in advance with the Owner or an authorized representative.
- C. Should any Contractor inadvertently interrupt any service, they shall in mediately furnish all labor, including overtime, material and equipment necessary by prompt restoration of such service and/or system at no additional cost to the Owner.

# 1.09 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative location of all material, quipment and systems.
- B. Installation, connection and intercorne to of all components of these systems shall be, complete and made in accordance with the manufacturers instructions and best practices.
- C. Each Contractor shall erect an parts of equipment to be furnished by them under their contract at such time and in such manners, not to delay or interfere with other Contractors on the job.
- D. All piping and corcluit has be plugged as required during construction to prevent entrance of dirt and other fireign bjects.
- E. Before paterial is ordered or any work performed, each Contractor shall verify all measure parts, including lines, grades, pipes, and conduit work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimension and measurements and those indicated in the Contract Drawings. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.
- Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior piping, and conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.
- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the

erection and installation of all equipment and materials to avoid any damage of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.

H. All piping, conduit and other mechanical and electrical materials and equipment mounted below ceilings are to be kept as close to ceiling as possible unless otherwise noted.

# 1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

- A. The Contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their are ontractors or employees, or other persons engaged in the performance of the Contract
- B. Every reasonable effort shall be made by workmen to proceed with he work as described in these specifications in a manner accepted in trade circles as the highest well of workmanship. The successful bidder for this work shall be responsible for an damage to other work caused by his workmen or through the neglect of his workmen on the same
- C. Workmanlike care shall be expected at all times in p rforming the work. It shall be the responsibility of the successful bidder to repair or repair ace all damaged property, the damage for which they or anyone working under his direction is responsible.

# 1.11 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered and these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature in the available to the public and in effect at the time of opening of bids.
- C. Items such as valves, motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturers' instructions for type and capacity of each piece of equipment used. The Contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purposes intended.

# FASTENINGS AND CLAMPS

- A. Bolts with expansion shields shall not be used as anchor bolts.
- B. All fastenings, clamps and anchors shall be of type made for purpose intended, as follows:
  - 1. Toggle or flat plates in fill with machine screw/bolt fastenings for pre-cast concrete or lath and plaster.

- 2. Metal expansion shields and machine screws for solid masonry.
- 3. Lag screws or bolts for wood or material of similar fibrous nature.
- 4. Screws with wooden or plastic plugs or lead caulking anchors are not acceptable.

#### 1.13 CLEANING

- A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
  - 1. Removal of all lumber, refuse, metal, piping and debris resulting from their work to an on-site location as determined by the Prime Contractor.
  - 2. Cleaning drippings resulting from their work, etc., for finished work of other trades.
  - 3. Cleaning, polishing, waxing of their work as required
- B. After testing and acceptance by the Engineer, each Contractor shall thoroughly clean all material and equipment involved in their Contract to the satisfaction of the Engineer.

#### 1.14 PROTECTION

- A. Exercise every precaution to exclude cust, dirt and all other foreign materials from rooms during construction.
- B. All piping, materials and access of ies having finish polished chrome plated surfaces and machine, finished or unpainted surfaces of equipment furnished under these specifications shall be given a think contoo a neutral protection grease and carefully covered with thick cloth or heavy building puper held securely in place to protect the finish against damage during the entire period of construction.
- C. All openings in pipes, fittings, conduit, and all other materials shall be effectively sealed to exclude din sand and other foreign materials.
- D. Exercise every precaution to exclude dust, dirt, and all other foreign materials from switchgear rooms, relays, meters and transformer and mechanical equipment rooms during construction. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles.

# **EQUIPMENT DEVIATIONS**

- A. Refer to SUBSTITUTIONS Article of Section 00 21 13.
- B. Where Prime or Sub-Contractors propose to use an item of equipment other than that specified as the standard of design and construction or detailed on drawings, the provisions of this referenced article shall apply.

- C. Where such approved deviation requires any changes of the structure, partitions, foundations, piping, wiring, or any other part of the Mechanical, Electrical or General Construction Design Documents, all re-design and any new drawings and detailing required therefore, shall with the approval of the Engineer, be prepared and executed by the Contractor at their own expense.
- D. All alternate and/or substitute prices shall include the cost of all items affecting the work of an other trades.

# 1.16 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor stall be in first class operating condition in every respect at time of acceptance by Owner. A ceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing Umaerials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in the contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Guarantees furnished by Suc Contractors and/or equipment manufacturers shall be countersigned by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers quite en guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

# 1.17 AS-BUX TERAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduit, feeders, outlets, access panels, controls, actuators, etc., including all invert elevations.
- Include all Addendum items, response to RFI's (field directives), change order items and underground obstructions.
- C. At project completion, obtain a clean set of prints and AutoCAD 2010/2014 CD'S from the Engineer. Make a set of reproducibles. Neatly transfer all the recorded as-built information on to the reproducibles and AutoCAD 2010/2014 CD.
- D. Provide five (5) prints of these reproducibles, one (1) set for the State Archives, and one (1) set along with the reproducibles themselves and AutoCAD 2010/2014 CD's to Owner. In addition, attach one (1) complete set of prints to each of the Operating and Maintenance Instructions.

E. In cases where the Prime Contractor or Subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective Contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective Contractor or Subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit As-Builts in the same format, (i.e.: One (1) reproducible and three (3) prints) as with the project As-Builts.

**END OF SECTION** 



# SECTION 01 10 00 SUMMARY

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

# A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work by Owner.
- 4. Purchase contracts.
- 5. Owner-furnished products.
- 6. Contractor-furnished, Owner-installed production
- 7. Access to site.
- 8. Coordination with occupants.
- 9. Work restrictions.
- 10. Specification and drawing co. vent ons
- 11. Miscellaneous provisions.

# B. Related Requirements:

1. Section 01 50 06 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

# 1.3 PROJECT INFORMATION:

- A. Pro Identification: Boiler and Boiler Room Modifications
  - 1. Project Location: Morris/Kent County Work Release Center; 300 Water Street, Dover, Delaware 19904.
- B. Owner's Representative: OMB/Division of Facilities Management.
  - 1. Address: 540 S. DuPont Highway, Dover, DE 19901
- C. Owner: Delaware Department of Corrections
  - 1. Address: Central Administration Building, 245 McKee Rd., Dover, DE 19904

- D. Architect: Tetra Tech, Inc.
  - 1. Address: 240 Continental Drive, Suite 200, Newark, DE 19713
- E. Building Codes in Effect for Project: 2015 IBC & NFPA 101 2015

# 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following
  - 1. Remove existing Boilers and Circulation Pumps and replace with new.
  - 2. Remove existing Flue and Stack System including all breeching stack for and replace with new.
  - 3. Remove existing and provide new Condensate Drainage System, including piping, condensate trap and neutralizing tank.
  - 4. Upgrade the existing BAS System, update programming to current revision, and update sequence of operation for the boilers.
  - 5. Provide new Boiler Room Exhaust System. Modify the Supply Ventilation to the Boiler Room and remove the return system from the Boiler Room.
- A. Type of Contract: Project will be constructed under a single prime contract.

# 1.2 GENERAL REQUIREMENTS OF CONTRACT

- A. Temporary Heating: Not result door this project.
- B. Temporary Ventilation. Required for this project.
- C. Water Service Water is not required at the Project site.

# 1.3 USE OF PREMISES

- A. Use of the Site: Confine operations at the site to the areas permitted under the Contract.

  Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project renovations.
  - 1. Keep driveways and entrances serving the premises clear and available for the Owner's use at all times. Do not use these areas for parking or storage of materials, except as directed by the Owner's Representative.
  - 2. Do not encumber the site with materials or equipment. Confine stockpiling of materials to the areas directed by the Owner's Representative. If storage is necessary, obtain and pay for such storage beyond the secure perimeter or off site.
  - 3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment when parked and unattended to prevent unauthorized use. Do not leave such vehicle or equipment unattended with the motor running or the ignition key in place.

- 4. Parking areas for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require its personnel to park in this designated area and not any area, which may interfere with the Owner's normal operations.
- 5. Background checks will be completed on all employees performing the work on site. An advance notice of the employees must be submitted so that the background check can be completed prior to the start of the work.
- 6. Materials and toolboxes will be checked each time they are brought into and out of the secure perimeter and the facility. A list of each item in toolboxes, storage containest etc., brought into the facility must be presented to the Owner's Representative at every occurrence. This list will be used as a check list when these items are removed from the facility. Materials and tools can be secured in the Contractor-supplied storage boxes, which can be located adjacent to the work area.
- 7. The Contractor may be requested to leave the site immediately or not enter in the event of an emergency situation.
- 8. The Contractor will be briefed informally the first day of work as to applicable protocols.
- 9. It is mandatory that the Contractor not interact with the impate. Any interaction is grounds for dismissal.
- 10. There are restrictions as to the number of times the C nu acto may enter / exit the site. It is highly recommended that these occurrences be cept to a minimum. Persons entering and exiting and their tool boxes, materials, etc., will be searched and subjected to metal detection. The Contractor must expect and plan upon delays entering and exiting the facility.

# 1.4 PROTECTION OF PERSONS AND PROTECTION

- A. The Contractor shall provide ample and upproved provisions for the protection of any area, which may be considered a hazard for any persons and vehicles operating in the area. All hazards such as trenches, stored meter a, work areas, etc., shall be neatly barricaded and lighted.
  - 1. The safeguard near ares for this project shall comply, at a minimum, with all applicable sections of the Occupational, Health, and Safety Act, with the latest addenda.

# 1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Come ate with Owner during construction operations to minimize conflicts and facilities Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

#### 1.6 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, except as otherwise indicated.

# 1.7 COORDINATION

- A. General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of the demolition activity through the project closeout and warranty periods.
- B. Copies of governing regulations, which have a bearing on the performant of the work, can be obtained from or reviewed at the local, State, or Federal Agency recombile for the regulation in each case.
- C. Miscellaneous elements of information having a bearing or the performance of the work, such as weather forecasts and reports of general trade union negotiations; copies must be obtained by the Contractor through normal channels of information.
- D. Measurements: Verify dimensions of existing work. Any discrepancy between drawings and / or specifications and existing conditions shall be efferred to the Engineer in writing for adjustment before the work affected that by has been performed. In the event of the Contractor's failure to give such notice he will be held responsible for the results of any discrepancies and cost of rectifying ame

# 1.8 WORK RESTRICTIONS

A. Refer to Section 00 82 13, Part 1.18

PART 2 - PRODUCTS (No Used)

PART 3 - EXFCUNON (Not Used)

**END OF SECTION** 

# SECTION 01 21 00 ALLOWANCES

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents wallowances. Allowances have been established in lieu of additional requirement and to defer selection of actual materials and equipment to a later date when direct on will be provided to Contractor. If necessary, additional requirements will be ssued by Change Order.
- B. Types of allowances include the following
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

# 1.3 COORDINATION

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

# 1.4 CONNIGENCY ALLOWANCES

- A cise the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are not included in the allowance and are part of the Contract Sum.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 EXAMINATION

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

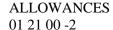
# 3.2 PREPARATION

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

# 3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1 Certification: An Allowance in the amount of \$10,000.00 has been included in the Contractor's Base Bid price for Contingency Items.

END OF THE ON



#### **SECTION 01 22 00**

# **UNIT PRICES**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 01 25 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

# 1.3 DEFINITIONS

A. Unit price is a price per unit of reasurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

# 1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

# 3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Lump Sum Unit Price for DDC/BAS Controls (to also being include 1 in the Base Bid).

# **END OF SECTION**

UNIT PRICES 01 22 00 -2

# **SECTION 01 26 00**

# CONTRACT MODIFICATIONS PROCEDURES

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for hardling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 21 00 "Allowances" for procedural requirements for handling and processing allowances.

# 1.3 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sutu of the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions"

# 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal R quests' The Architect will issue a detailed description of proposed changes in the Work that hay require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Propose Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quitation estimating cost adjustments to the Contract Sum and the Contract Time recessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
  - Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

# ALLOWANCES

A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, and installation. Submit claims within 14 days of receipt of the Change Order

or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

- 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
- 2. No change to Contractor's indirect expense is permitted for selection of higher- or lowe priced materials or systems of the same scope and nature as originally indicated.

# 1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

# 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: The Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  - 1. After completion of change, Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not U.s.d)

PART 3 - EXECUTION (Lot used)

**END OF SECTION** 

# SECTION 01 29 00 PAYMENT PROCEDURES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessity to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.

# 1.3 DEFINITIONS

A. Schedule of Values: A statement runisted by Contractor allocating portions of the Contract Sum to various portions of the Wax and used as the basis for reviewing Contractor's Applications for Payment.

# 1.4 SCHEDULE OF VALVES

- A. Coordination. Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a parentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 pe cent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contracts. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project cose by requirements in an amount totaling one (1) percent of the Contract Sum and subcontract amount.
  - 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 6. Provide a separate line item in the schedule of values for each part of the Work where applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  - 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

- 9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
- 10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

# 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architec and Construction Manager and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment it wolve additional requirements.
- B. Payment Application Times: The date for a sharogress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Substit Application for Payment to Architect by the <**Insert day**> of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  - 1. Submit draft copy of Application for Payment seven (7) days prior to due date for review by Architec
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Application for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

- Stored Materials: Include in Application for Payment amounts applied for materials or F. equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoice Match amount requested with amounts indicated on documentation; do not overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following
    - Value of materials previously stored and remaining stored as of date of Applications for Payment.
    - b. Value of previously stored materials put in place after date of plevi s Application for Payment and on or before date of current Application for Payment.
    - Value of materials stored since date of previous Application for Payment and c. remaining stored as of date of current Application for Ayment.
- G. Transmittal: Submit four signed and notarized original conjector of each Application for Payment to Architect by a method ensuring receipt. One copy scall include waivers of lien and similar attachments if required.
  - Transmit each copy with a transmittal form limit attachments and recording appropriate 1. information about application.
- Initial Application for Payment: Administrative actions and submittals that must precede or H. coincide with submittal of first Application for Payment include the following:
  - List of subcontractors. 1.
  - Schedule of values. 2.
  - 3.
  - 4.
  - Sustainable design summer for project materials cost data.

    Contractor's construction schedule (preliminary if not final).

    Combined Contractor's construction schedule (preliminary if not final) incorporating Work of an tiple contracts, with indication of acceptance of schedule by each Contractor. 5.
  - Product light (preliminary if not final). 6.
  - Sugameble design action plans. 7.
  - Schedule of unit prices. 8.
  - Submittal schedule (preliminary if not final).
  - Zist of Contractor's staff assignments.
  - ist of Contractor's principal consultants.
  - Copies of building permits.
  - Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - Initial progress report. 14.
  - Report of preconstruction conference. 15.
  - Certificates of insurance and insurance policies. 16.
  - 17. Performance and payment bonds.
  - Data needed to acquire Owner's insurance. 18.

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, ubmit it al Application for Payment with releases and supporting documentation not previously sub hitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations who required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment or Dects and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Palea e of Liens."
  - 6. AIA Document G707, "Consent of Surety to Fina Parment."
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding element of the Work.
  - 9. Final liquidated damages settlement and nt.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 



#### **SECTION 01 31 00**

# PROJECT MANAGEMENT AND COORDINATION

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction or erations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

# 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure afficient and orderly installation of each part of the Work. Coordinate construction or era ions, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of the Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if linited pace availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and not erials fabricated by separate entities.
  - 1. Indicate relationship of components show on se arate Shop Drawings.
  - 2. Indicate required installation sequences.
- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

### 1.5 PROJECT MEETINGS

- A. General: The Crim Consultant shall Schedule and conduct meetings and conferences at the Project site, talks otherwise indicated.
  - 1. Attende s: Inform participants and others involved, and individuals whose presence is equired, of date and time of each meeting. Notify the Owner and the Contractor of cheduled meeting dates and times.
  - 2. Agenda: The Prime Consultant shall Prepare the meeting agenda and distribute the agenda to all invited attendees.
  - 3. Minutes: The Prime Consultant shall Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and the Contractor, within 5 days of the meeting.
- B. Preconstruction Conference: The Prime Consultant shall Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. The Prime Consultant shall Conduct the meeting to review responsibilities and personnel assignments.

- 1. Attendees: Authorized representatives of the Owner, the Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing.
  - d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of the Contract Documents.
  - h. Submittal procedures.
  - i. Preparation of Record Documents.
  - j. Use of the premises.
  - k. Responsibility for temporary facilities and controls.
  - 1. Parking availability.
  - m. Office, work, and storage areas.
  - n. Equipment deliveries and priorities.
  - o. First aid.
  - p. Security.
  - q. Progress cleaning.
  - r. Working hours.
- C. Progress Meetings: The Prime Consultant shall Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Agenda: The Prime Consultant shall Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting.

      Determine whether each activity is on time, ahead of schedule, or behind schedule, here ation to the Contractor's Construction Schedule. Determine how construction be lind schedule will be expedited; secure commitments from parties involved to allo so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.

- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Change Orders.
- 14) Documentation of information for payment requests.
- 2. Reporting: The Prime Consultant shall Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or reasonized Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

### **SECTION 01 31 13**

### **COORDINATION OF TRADES**

### PART 1 - GENERAL

### 1.1 GENERAL PROVISIONS

- A. Applicable provisions of the entire Project Manual, including Addenda, shall govern this section as fully as if repeated herein.
- B. This section is for guidance only and does not relieve the Prime Contractor of the total responsibility for the proper completion of this work.

#### 1.2 CUTTING AND PATCHING

A. Refer to Section 01 73 29 Cutting & Patching.

### 1.3 REMOVAL AND RELOCATION

- A. Prime Contractor and each Sub-Contractor shall perform all removal and relocation work related to their trade as required for installation of work installed for entire job and shall cooperate fully among themselves in the spects.
- B. Removals shown on drawing are ageneral indication only and may not necessarily indicate the full extent of removals which may be required to complete this work.
- C. The Prime Contractor shall seed all existing and resultant penetrations and voids and perform surface refinishing as a quived.
- D. Each Contractor scall provide, erect and maintain barricades, guards, bracing, shoring, etc. required for the protection of their workers, the occupants of the building and the General Public.
- E. During the course of this work, each Contractor shall, by means of canvasses, temporary partitions or otherwise as may seem expedient to them, protect the property and adjacent areas from damage, dirt and dust.
- All demolition work is subject to the direction and approval of the Owner and Engineer and shall be performed in such manner as not to interfere with the normal operation of the building involved.
- G. Where work under this contract interferes with the existing construction, piping, conduit, fixtures or equipment, remove the existing construction, piping, conduit or equipment and reroute to clear the obstruction providing additional piping and conduit, if necessary, of the same design and quality if the material, piping or conduit are to be continued in use.

- H. Disconnect and remove all accessible piping, conduit, ductwork, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.
- I. Removed materials not desired by the Owner or not to be reset and not specified nor indicated to be reused, shall become the property of the Contractors and shall be promptly removed from the site. Refer to TRASH REMOVAL Article, Section 01 50 00.

**END OF SECTION** 

## **SECTION 01 31 20** PAYROLL REPORTS

### PART 1 - GENERAL

#### **RELATED DOCUMENTS** 1.1

Drawings and general provisions of the Contract, including General and Suppler ept. A. Conditions and other Division 01 Specification Sections, apply to this Secti

#### **SUMMARY** 1.2

- This Section includes administrative and procedural requirement A. dules and reports required for proper performance of the Work, including:
  - State of Delaware Payroll Reports. 1.
- Related Sections: The following Sections contain requ ements that relate to this Section: B.
  - Division 01 Section 01 29 00 "Paymen Procedures" specifies requirements for 1.
  - submittal of the Schedule of Values.

    Division 01 Section 01 31 00 "Project Management and Coordination" specifies 2. requirements for submittal and discibution of meeting and conference minutes.

#### SUBMITTAL PROCEDURES 1.3

A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

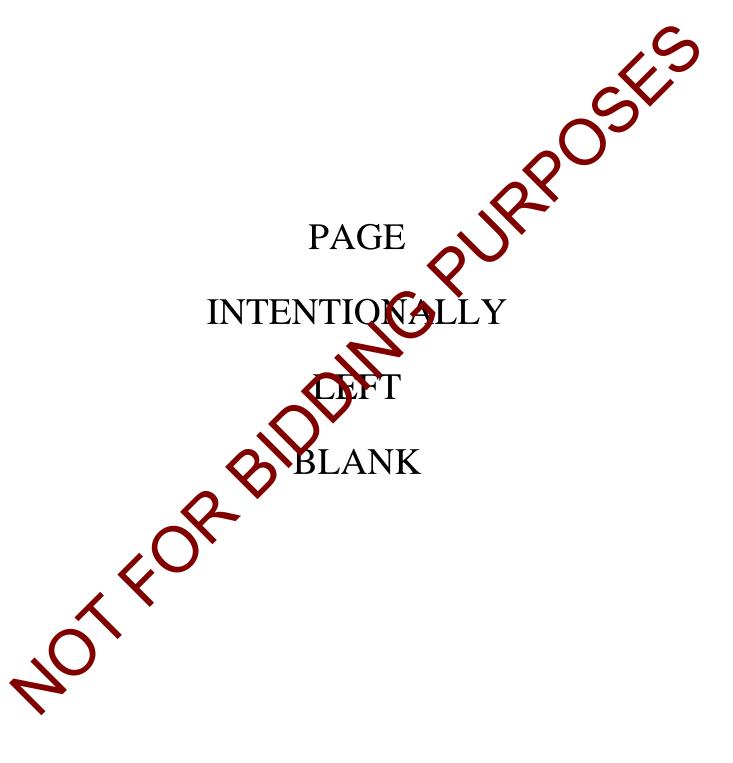
#### PAYROLL REPORTS 1.4

State of De aware, Payroll Reports: As required by the State of Delaware, Section 6960, Title A. relaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, hone 302-761-8200. Forms shall be available at the above address. A sample of the form is attached under contract forms, State of Delaware Payroll Report.

RODUCTS (Not Applicable)

ART 3 - EXECUTION (Not Applicable)

**END OF SECTION** 



### **SECTION 01 32 00**

### CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for desumenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Reports.

### 1.3 SUBMITTALS

- A. Informational Submittals:
  - 1. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period. Follow format outlined in attachment at end of this Section.
  - 2. Site Condition Reports. Somit at time of discovery of differing conditions.
  - 3. Special Report: Sab nit at time of unusual event.

### 1.4 COORDINATO

- A. Secure time commitments for performing critical elements of the Work from entities involved.
- B. Cooldinate each construction activity in the network with other activities and schedule them in proper equence.

### I ART . - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE. GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, horizontal, Gantt-chart-type, Contractor construction schedule.
  - 1. Format: Refer to accompanying "Format for Construction Schedule".
- B. Preparation: Indicate each significant construction activity separately, by Specification Section, coordinated with the schedule of values. Provide line item(s) for each Specification Section.

### 2.3 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- B. Reporting Unusual Events: When an event of an equival and significant nature occurs at Project site, whether or not related directly to the W fk, prepare and submit a special report. List chain of events, persons participating resionse by Contractor's personnel, evaluation of results or effects, and similar pertinent it for ration.

### PART 3 - EXECUTION

### 3.1 CONTRACTOR'S COASTRUCTION SCHEDULE

- 1. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect retual construction progress and activities.
- B. Distribution: Distribution: Distribution approved schedule to Engineer, Owner, testing and inspecting agencies, and other parties with a need-to-know schedule responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties.

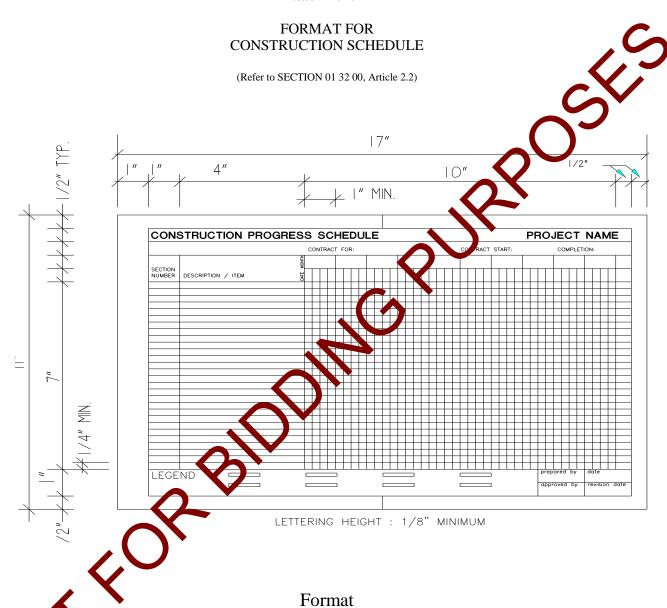
Attachment #1: Format for Construction Schedule

**END OF SECTION** 

## **SECTION 01 32 00**

### PROJECT SCHEDULE

### Attachment #1



Provide separate bar for each item in sequential order from beginning of Project to completion with the llowing information included for each item:

Related Technical Specification number.

Distinct graphic delineation, indicating area of building where schedule item in located.

Shop drawing submittal date and required acceptance date.

Product procurement date and anticipated delivery date.

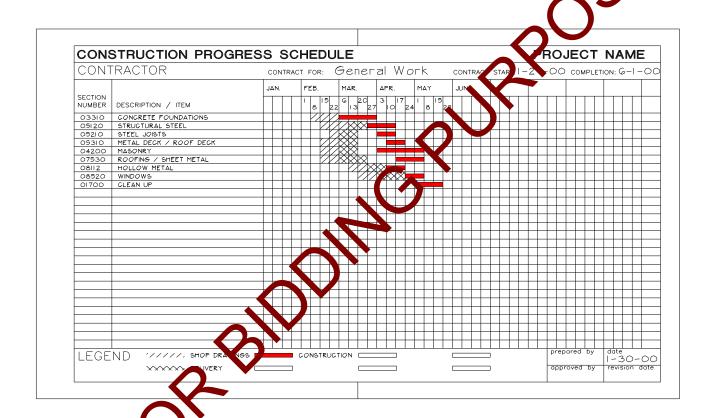
Projected start and completion dates for each item.

## SECTION 01 32 00 PROJECT SCHEDULE

### Attachment #1

# FORMAT FOR CONSTRUCTION SCHEDULE

(Refer to SECTION 01 32 00, Article 2.2)



## Sample

Provide separate bar for each item in sequential order from beginning of Project to completion with the tonowing information included for each item:

Related Technical Specification number.

Distinct graphic delineation, indicating area of building where schedule item in located.

Shop drawing submittal date and required acceptance date.

Product procurement date and anticipated delivery date.

Projected start and completion dates for each item.

## SECTION 01 33 00 SUBMITTAL PROCEDURES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for 5 bin tting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Section 01 31 00 "Project Management and Coordination" for submitting Coordination Drawings.

### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires the Architect's responsive action.
- B. Informational Submittals: Written information that does not require the Architect's approval. Submittals may be rejected for accouplying with requirements.

## 1.4 SUBMITTAL PROCEDURES

- A. General: Architect with provide electronic copies of CADD drawings of the Contract Drawings for Contractor's are in prevaring submittals.
  - 1. Upon request contractor shall sign a release form provided by the Architect and payment of the processing fee for each consultant's CADD files. Only plan drawings and backgrounds to be provided.
- B. Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
  - Coordinate transmittal of different types of submittals for related parts of the Work so
    processing will not be delayed because of need to review submittals concurrently for
    coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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- **C**. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Architect's receipt of submittal.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise the Contractor when a submittal being processed must be for coordination.
  - 2. Concurrent Review: Where concurrent review of submittals by the Architect consultants, the Owner, or other parties is required, allow 21 days for initial review of each submittal.
- Identification: Place a permanent label or title block on each submital for kentification. E.
  - Indicate name of firm or entity that prepared each submittal in libel or title block. 1.
  - Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title 2. block to record the Contractor's review and appreval parkings and action taken by the Architect.
  - Include the following information on label processing and recording action taken: 3.
    - Project name. a.
    - b. Date.
    - Name and address of Arch c.
    - Name and address of Q d.
    - e. Name and address of subcor
    - Name and address or f.
    - Name of manufacturer g.
    - h.
    - Number and tine or appropriate Specification Section. Drawing our ber and detail references, as appropriate. i.
- F. Deviations: His month, encrele, or otherwise identify deviations from the Contract Documents on submittals.
- Additional Copies: Unless additional copies are required for final submittal, and unless the G. Archiect beeves noncompliance with provisions of the Contract Documents, initial submittal se ve as final submittal.
  - Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to the Architect.
  - Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Architect will return submittals received from sources other than the Contractor.
  - 1. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Architect on previous submittals, and deviations from requirements of the Contract Documents,

- including minor variations and limitations. Include the same label information as the related submittal.
- 2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- I. Use for Construction: Use only final submittals with mark indicating action taken by the Architect in connection with construction.

### PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit five copies of each submittal, upless of the wise indicated. The Architect will return two copies. Mark up and retain one eturned copy as a Project Record Document.
- B. Product Data: Collect information into a single submitter for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared or submittal because standard printed data are not suitable for use, submit as Shop Drawness not as Product Data.
  - 2. Mark each copy of each submittal technic which products and options are applicable.
  - 3. Include the following information, as oplicable:
    - a. Manufacturer's writter recommendations.
    - b. Manufacturer's pour et le cifications.
    - c. Manufacturer's stallation instructions.
    - d. Standard color thanks
    - e. Manufacture 's catalog cuts.
    - f. Wiring dia rank showing factory-installed wiring.
    - g. Princed performance curves.
    - h. ver tional range diagrams.
    - i. Min reports.
    - j. St. ndard product operating and maintenance manuals.
    - k. Compliance with recognized trade association standards.
    - Compliance with recognized testing agency standards.
    - Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
    - 1. Preparation: Include the following information, as applicable:
      - a. Dimensions.
      - b. Identification of products.
      - c. Fabrication and installation drawings.
      - d. Roughing-in and setting diagrams.

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- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Design calculations.
- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- 1. Notation of dimensions established by field measurement.
- 2. Number of Copies: Submit one correctable, translucent, reproducible print and six lueor black-line print of each submittal. The Architect will return the reproducible print.
- D. Samples: Prepare physical units of materials or products, including the following:
  - 1. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finited in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitive, used materials; swatches showing color, texture, and pattern; color range sets and components used for independent testing and inspection.
  - 2. Submit Samples for review of kind, the pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual compound as delivered and installed.
    - a. If variation in color, patters, texture, or other characteristic is inherent in the product represented by a Sample, submit at least two sets of paired units that show approximate limits of the variations.
    - b. Refer to individual Specification Sections for requirements for Samples that illustrate work lanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
- E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
- F. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."

### 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit one copies of each submittal, unless otherwise indicated. The Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on ma ufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit eccedes Welding Procedure Specification (WPS) and Procedure Qualification Record (POR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare withen statements on manufacturer's letterhead certifying that Installer complies with receivements and, where required, is authorized for this specific Project.
- F. Manufacturer Carificates. Prepare written statements on manufacturer's letterhead certifying that manufacturer emplies with requirements. Include evidence of manufacturing experience where required
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code to effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment compay with requirements in Division 1 Section "Closeout Procedures".
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - Required adjustments.
  - 6. Recommendations for cleaning and protection.
  - Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
    - 1. Name, address, and telephone number of factory-authorized service representative making report.
    - 2. Statement on condition of substrates and their acceptability for installation of product.
    - 3. Statement that products at Project site comply with requirements.

- 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 6. Statement whether conditions, products, and installation will affect warranty.
- 7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, links of coverage, amounts of deductibles, if any, and term of the coverage.

### 2.3 ELECTRONIC SUBMITTAL PROCEDURES

- A. Use the designated email system for submittals in this Article.
  - 1. Submit electronic submittals via email as PDF electronic files
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
    - b. Contractor must have a color copie and/or printer in order to use the Electronic Submittal Process.
- B. Product Data: Collect information into activate submittal for each element of construction and type of product or equipment.
  - 1. Mark submittal to show which products and options are applicable.
  - 2. Include the following a formation, as applicable:
    - a. Manufac are 's catalog cuts.
    - b. Statement of compliance with specified referenced standards.
    - c. Testing by recognized testing agency.
  - 3. For equip tent, include the following in addition to the above, as applicable:
    - a. Printed performance curves.
    - Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of dimensions established by field measurement.

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- e. Relationship and attachment to adjoining construction clearly indicated.
- f. Seal and signature of professional engineer if specified.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

### F. Certificates:

- 1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Decuments. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- 2. Installer Certificates: Submit written Statemen's on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Subhit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Product Certificate: Submit written statements on manufacturer's letterhead certifying that product contracts with requirements in the Contract Documents.
- 5. Materia Cortificates: Submit written statements on manufacturer's letterhead certifying that mote all complies with requirements in the Contract Documents.

### G. Test Reports:

- 1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 3. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- 4. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- 5. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its fill allocation, for compliance with requirements in the Contract Documents.
- H. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for roject.
- I. Warranty: Submit sample warranties as required in individual Specification Sections
- J. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- K. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- L. Delegated-Design Services Certification: Su mit certificate, signed and sealed by the responsible design professional, for each pedia and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and system comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### **PART 3 - EXECUTION**

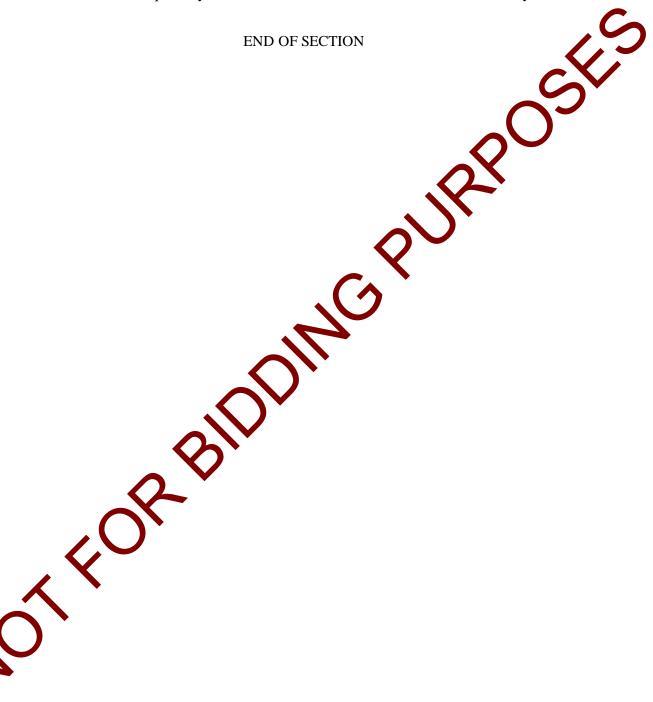
## 3.1 CONTRACT R' PEVIEW

- A. Review each st printal and check for compliance with the Contract Documents. Note correction, and field dimensions. Mark with approval stamp before submitting to the Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of the Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### ARCHITECT'S ACTION

- A. General: The Architect will not review submittals that do not bear the Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. The Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

- C. Informational Submittals: The Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. The Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.



# BOILER REPLACEMENT MC3806000009

CONTRACTOR:	SUBMITTAL DATE / /
	Check follow ing as applicable: □ First Submission □ Re-submission
ARCHITECT: Tetra Tech	RESERVED FOR USE BY TETRA TECH
PROJECT IDENTIFICATION	ACTION SUBMITTAL:
Architect's Project No.: 200-26912-16018	☐ Approved
Proj. Name: MKCCC Boiler Replacement	Annual As Natad
Location: Morris Kent Co. Community Correctional Center	Approved As Noted
PRODUCT IDENTIFICATION	Approved, Revise and Return
Specification Section No.	Corrected Copies
A/E Submittal No.	☐ Rejected
Name of Product:	☐ Incomple 2, Submit Additional Information
	INFORMATIONAL SUBMITTAL:
Name of Manufacturer:	☐ No Action Taken
SUBCONTRACTOR	Returned for Resubmittal
SUPPLIER	Date:  Reviewed only for the limited purpose of checking for conformance
RELATIONSHIP TO STRUCTURE Building Name	with information given and the design concept expressed in the Contract Documents. Review 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 of performance of equipment or systems, all of which remain the response
(Room #) (Room rever)	sibility of the Contractor as required by the Contract Documents Reviewshall not constitute approval of safety precautions or of any
Contract Draw ing No.:	construction means, methods, techniques, sequences or procedures
DEVIATION FROM CONTINUE DESCUMENTS:	
CONTRACTOR COMMENTS:	
RCHWECT'S COMMENTS:	
I CE APF	NTRACTOR'S CERTIFICATION RTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND PROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE REPAL CONDITIONS.
DV	



## SECTION 01 33 01 CADD RELEASE

PART 1 - GENERAL (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

### 3.1 USE AND INDEMNIFICATION AGREEMENT

### A. Instructions:

- 1. Please be aware that Tetra Tech charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).
  - a. PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. Tetra Tech must receive the contractor's check prior to sending PDF's.
- 2. For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The US and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcompacter, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Cier.
- 3. Due to the inherent value to the company of our typical details and our other standards, we limit the drawings type that we will release via this indemnification form to plan type drawings. Typical detail sleets are not to be released in the form of an electronic AutoCAD drawing file.
- 4. In addition our internal individual Base Plans will not be released; we limit what the contractor can purchase to the actual individual contract drawings.
- 5. After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement Business Office, needs to be sent to the Business Office with the Contractor check made out to Tetra Tech. We will not release electronic files until we receive this form and the check.

**END OF SECTION** 



## **Use and Indemnification Agreement**

240 Continental Drive, Suite 200 Newark, Delaware 19713 Tel. (302) 738-7551 Fax (302) 454-5980

 Re	: Boiler Replacement – Morris/Kent County CCC	Tt Project No. 200-26912-16018
<i>Wh</i> Dra	•	es that it has requested certain electronic files and/or media of the are the property of Tetra Tech Engineers, Architects & Landscape
	nereas, Contractor further acknowledges all requests for electronic file Contract Documents represents 1 file), regardless of the number of files.	es require a pre-payment of \$100/file (Each individual Lawing in the seles requested, prior to receiving said files from Letra Tech
No	w, therefore, Contractor hereby warrants and covenants that it will ab	oide by the following provisions:
	A. <u>Indemni</u>	fication
1.	for the Work of this Project only, and which the Contractor has request hereby agrees to indemnify and hold harmless Tetra Tech, its agents, et claims, damages, losses and expenses, including any attorneys' fees, ari electronic materials, but only if such claim, damage, loss or expense is	hereto. This is de inification shall not apply to the liability of the ll not be limited it any way because of any limitation on damages,
2.	the indemnified party reasonably required to defend the claim; (S, all c enforce the provisions of this indemnification. The following at all built state or federal court, any arbitration, any mediation, and my similar for counterclaim or third-party action in any such forum.	as cell as all out-of-pocket expenses such as long-distance telephone calls, as of experts, consultants, engineers, and any other party retained by lets, including reasonable attorneys' fees, incurred in bringing any action to needed within the definition of "action" herein: any case brought in any frum for resolution of any dispute herein, and shall also include any
	B. <u>Use an</u>	ad Compatibility
1.	Tetra Tech' instruments of service are furnished without guarantee of c sole responsibility for the electronic medic it to furnish a replacement f	ompatibility with the Contractor's software or hardware, and Tetra Tech' or defective disks within thirty (30) days after delivery to Contractor.
2.	Tech will not be held liable for the leteness or correctness of the e	be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra electronic media after an acceptance period of thirty (30) days after delivery al sealed hard copy drawings, previously submitted pursuant to the Prime
3.	The electronic file are submitted to the Contractor for a thirty (30) day examine these file and any errors detected during this time will be considered a ditional services to be performed on a time and m	acceptance period. During this period, the Contractor may review and rected by Tetra Tech. Any changes requested after the acceptance period aterials basis, at Tetra Tech's standard cost plus terms and conditions.
4.	for this use, but only in the operation and maintenance of the Project. I Project of on any other project, unless under the direction of Tetra Tech	Description of these materials for modification, extension, or expansion of this n, shall be without liability to Tetra Tech and Tetra Tech's consultants.
IN	VINESS WHEREOF:	
	Contractor:Signed name:	

Printed Name:

Title: Date:



240 Continental Drive, Suite 200 Newark, Delaware 19713 Tel. (302) 738-7551 Fax (302) 454-5980

## **Use and Indemnification Agreement** – Business Office

## **Electronic Drawing Files**

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name BOILER REPLACEMENT

MORRIS/KENT COUNTY COMMUNITY CORRECTIONAL

ing in the set of Contract Documents represents 1 file)

**CENTER** 

Project Number 200-26912-16018

Number of Drawing Files (Each individual day

List each Drawing # Requested

Contractor Signature



### **SECTION 01 35 53**

### DOC SECURITY PROCEDURES

### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.
- B. The correctional facility has issued regulations to be observed by all Concectors, their subcontractors and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the pricon facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

### 1.2 RELATED REQUIREMENTS

- A. Section 01 11 00 Summary: use of premises and occupancy.
- B. Section 01 50 00 Temporary Fagaties and Controls:.

### 1.3 SECURITY PROGRAM

- A. Protect Work, existing promises and State of Delaware Office of Management & Budget (OMB) Division of Facilities Management's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program is coordination with State of Delaware OMB Division of Facilities Management's disting security system at project mobilization.
- C. Mair ain program throughout construction period until State of Delaware OMB Division of Fa tlit's Management acceptance precludes the need for Contractor security.

### 1.4 ENTRY CONTROL

- A Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to State of Delaware OMB Division of Facilities Management on request.
- D. Department of Correction (DOC) shall control entrance of persons and vehicles related to State of Delaware OMB Division of Facilities Management's operations.

E. All Contractor personnel will be required to have PREA (Prison Rape Elimination) Training provided by the institution prior to entrance.

### 1.5 PERSONNEL IDENTIFICATION AND BACKGROUND CHECK

A. All contractor workers must obtain a security clearance/background check for the facility in which work is to be performed. The clearance request forms are specific for each DOC facility and will be provided as requested.

### 1.6 GENERAL REQUIREMENTS

- A. When workers are finished for the day, all tools will be accounted for by the vorker and the escorting officer.
- B. Workers once entering controlled areas are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an or ice.
- C. Should work require more than one day to complete the job, termis ion to construct and use temporary storage facilities is solely at the discretion of the prix in authorities. The facility will not accept responsibility for any loss or damage to material left on site. All tools and equipment should be removed daily.
- D. It is essential that construction operation and deletis reployal be conducted in a manner to assure that materials which might be used as weapons to not fall into the hands of inmates.
- E. Anything of unusual nature such as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting of ice.
- F. In the event that construction requires disruption of plumbing, electrical power, etc., the facility's Maintenance Superintendent in 1st receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.
- G. Workers shall subjected to all rules and regulations. Contractors are expected to follow the directive of any DOC uniformed personnel. Failure to comply with a directive will result in being escorted out of the institution and being banned from entering the institution until the Security Su eriptendent and/or the Warden has reviewed the case.
- H Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day, as an example of past projects at a Department of Correction site, it takes between one half (1/2) hour to one (1) hour each to enter or leave the facility.
- Normal work hours are from 7:00AM until 3:00PM Monday thru Friday. Contractor must be ready to enter gate at 7:00AM with cleanup and tool inventory completed and ready to exit facility by 2:45PM.

### 1.7 SPECIAL REQUIREMENTS

- A. Materials shall be moved through the buildings using rubber tired vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- B. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- C. All welding and cutting shall be performed by qualified and certified welders. Certificate shall be on file with the Construction Manager prior to commencement of any welding.
- D. Existing streets, pavements, lawns, curbs, and other finished surfaces distribled or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner, Construction Manager, and local authorities.
- E. Open trenches must be barricaded. Nothing which can be used as a weapon or could conceal an inmate can be used as a barricade. Contractors are directed to use pastic tape and the existing trees, shrubbery, or fences where available.
- F. No dumping will be allowed on the project site. Trash, debis, and waste must be removed from the compound daily and from the site as required or directed.

### 1.8 SITE SECURITY

- A. The following regulations must be observed by all persons having any association with the construction of this project (employed, sur contractors, workmen, service men, manufacturer's representative, etc.)
  - 1. Access to the DOC Fac fity will be through a Main (Visitor) Gate or a SallyPort, as directed by the facility. Each centilet a must have passed a security/background check. A state issued photo ID will need to be furnished to the Security Officer before a Visitor Pass can be issued to the contextor.

All contractors shall enter and leave as a group with an escort (Maintenance Personnel or Correction, Officer.

### 2. Assiming Men to the Site

a each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 noon, on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

### 3. Tools and Materials

- a. No tool or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen or assigned officer leave the area.
- 4. Prison Records

a. Where workmen or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least twenty four (24) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workmen denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

### 5. Workmen Lunch Area/Searches

- a. Workmen will be expected to stay in their respective working areas during the period, unless leaving the grounds is permitted by the DOC facility.
- b. It is expected that once workers enter the facility, they will stay within the lacility until the end of their shift.
- c. All workmen will be expected to submit to search of themselves, heir tool boxes, lunch containers, and/or their vehicles at any time, if the gear h is deemed necessary.

### 6. Prohibited Items

- a. The following items are prohibited from being orough, into the prison grounds and construction site:
  - 1) Any intoxicating beverage.
  - Any narcotic, hypnotic, barbiturals, hall acinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
  - 3) Any firearm or instrument externarily used or designed to be used as a dangerous weapon, or an explisive device, except as authorized by the institution and/or Departmental Administration.
  - 4) Any instrument that may be used as an aid in attempting an escape.
  - 5) Hypodermic see by, syringe or article, instrument or substance specifically prohibited by the institution administration except as authorized.

### 7. Working Dass and Workmen

- a. Work ten will maintain proper attire while working at the institution.
  - 1) Short pants, open toed shoes, or bare chest are not permitted.
- 8. Vis forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- 9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article without the proper authorization from the Maintenance Superintendent.
- 10. You are not authorized to roam at will throughout the prison. You will restrict yourself to going directly to those places where your work is conducted and remaining away from areas where you have no business.

- 11. Stopping to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.) is prohibited. Also no affectionate or intimate behavior between official visitors and inmates is permitted.
- 12. Your automobile is to parked in a location designated by the facility's Maintenance Superintendent or Security. Parked vehicles must always have the ignition locked and if the interior of the car contains packages, clothing, or any other removable articles, the doors must be locked as well.
- 13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- 14. You are not authorized to escort any person, not previously approved, in the prison grounds or into the prison.
- 15. The offering and/or giving of any tips, gratuities, fees, etc. to any at reate and/or prison personnel is strictly prohibited.
- 16. The use of indecent, abusive or profane language is not independent anywhere on the prison property.
- 17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- 18. In the event an acquaintance, friend, a treative of contractor's employee should be an inmate of the institution at which you are working, it is advisable that you communicate this confidentially to the Mainterance Superintendent.
- 19. Tool and Equipment Sz ety
  - a. Flammable Liquids Maintain flammable liquid (e.g., gasoline, fuels, etc. ) in secure containers at all these, in compliance with OSHA regulations.
  - b. Tools: Maintant ools and related equipment (e.g., sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
  - c. Power Actuated Tools: Comply with Owner's Manual, and Maintenance Superintendent directions for control of powder used and storage.
  - 1. Tool boxes shall be kept locked at all times.
- 20. Construction Personnel Vehicle Parking
  - a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
  - b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.
  - c. Vehicle inspections may be conducted at the discretion of the Maintenance Superintendent for the duration of the Contract.
  - d. Vehicles should be kept clean. Trash within the vehicle increases the amount of time it takes the guards to inspect vehicle.
  - e. Do not leave keys in vehicles whether locked or unlocked.

- 21. Contractors shall not bring glass containers into the facility.
- 22. The use of cellular phones, pages, and other electronic communication devices will not be permitted unless specific approval is granted by the Security Superintendent.

### 1.9 FIRE PROTECTION

- A. Protect and maintain fire department facilities (e.g., sprinkler heads, hydrants, wire, cables dacts manholes, posts, poles, signals, alarm boxes, etc.) at all times.
- B. Maintain unobstructed access to the following at all times: Fire hydrants, and fire a reasoness
- C. Immediately notify the Fire Department in the event of accidental damage to fire department facilities.
- D. Immediately restore damage facilities to original conditional at 10 harase to the Contract Sum.

### 1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

- A. The contractor in the performance of this Contract will be field financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.
- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner of the highest evel of workmanship in the trade. The successful bidder for this work shall be responsible for an danage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmen like care shall be expected at all times in performing the work. It shall be the responsibility of the successful sidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

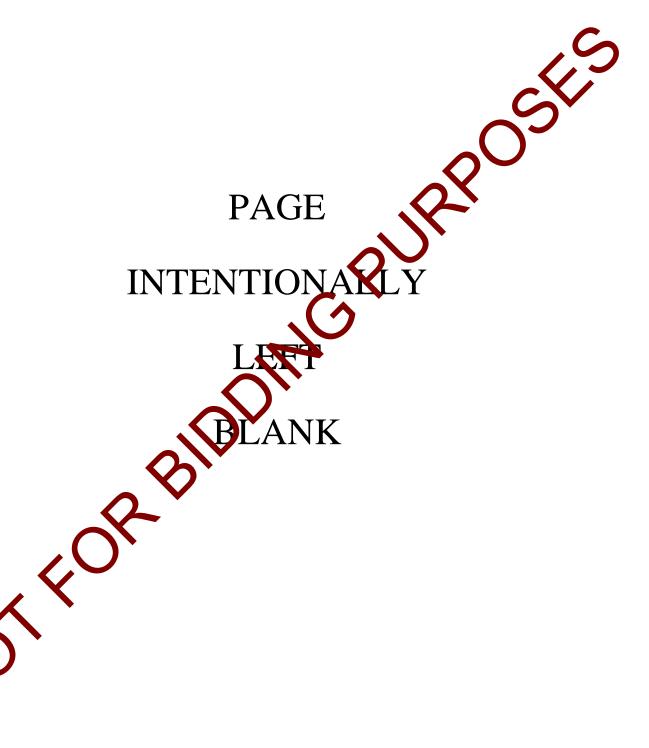
- 3.1 DAILY CONTRACTOR TOOL AND EQUIPMENT INVENTORY
- 3.2 THE CONTRACTOR TOOL/EQUIPMENT FORM SHALL BE COMPLETED AND SIGNED BY ALL CONTRACTOR PERSONNEL PRIOR TO ENTERING A DOC FACILITY. THE FOLLOWING REQUIREMENTS APPLY:
  - A. An original signed and dated tool/equipment form shall be prepared each day.
  - B. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.

- C. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.
- D. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.
- E. Prior to entering and exiting secured areas of a Department of Correction facility, the data tool/equipment inventory shall be reviewed and signed by the escorting officer
- F. If, prior to exiting a secured area, the preparer of this form determines that he deshe cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.
- G. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on the form, then the Department of Correction staff will hold the group of contractor employees to the secure area until the discrepancy is resolved.
- H. The following list of tools and equipment is representative of the items inventoried on the form. All tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. There are no exceptions to this rule. List all tools for example hand tools (ex. hammers, plies, wrenches, and screwdrivers), electrical tools (ex. measuring equipment, splicing equipment, power tools (ex. drills, saws, demolition equipment) and supplies (saw blades, drill bits fasterers). List all other equipment (ex. Two-way radios, writing pads, pens, pencils, etc.) However, the list may be expanded to cover equipment specific to a scope of work or project.
- I. Items not permitted in rule, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, not sees lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives, spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.
- J. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in whiting, in advance by the Warden or his designee. Failure to declare an item at the sally port will esult in that item being confiscated.

# MORRIS KC COMMUNITY CORRECTIONAL CENTER DOVER, DELAWARE

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### **SECTION 01 40 00**

### **QUALITY REQUIREMENTS**

### PART 1 - GENERAL

### 1.1 **RELATED DOCUMENTS**

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

### 1.2 **SUMMARY**

- This Section includes administrative and procedural requirements for qual-A. quality control.
- Testing and inspecting services are required to verify compliance with B. wirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
  - Specific quality-control requirements for individual construction activities are specified 1. in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - Specified tests, inspections, and related actions do not limit the Contractor's quality-2.
  - control procedures that facilitate compliance with the Contract Document requirements.

    Requirements for the Contractor to provide quality-control services required by the 3. ing jurisdiction are not limited by provisions of this Architect, Owner, or authorities ha Section.

### 1.3 **DEFINITIONS**

- Quality-Assurance Services: crivities, actions, and procedures performed before and during A. execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with equirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. to not include contract enforcement activities performed by the Architect.
- Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

### SUBMITTALS

- Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.

# MORRIS KC COMMUNITY CORRECTIONAL CENTER DOVER, DELAWARE

- 4. Dates and locations of samples and tests or inspections.
- 5. Names of individuals making tests and inspections.
- 6. Description of the Work and test and inspection method.
- 7. Identification of product and Specification Section.
- 8. Complete test or inspection data.
- 9. Test and inspection results and an interpretation of test results.
- 10. Ambient conditions at time of sample taking and testing and inspecting.
- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

# 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing roducts similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved to manufacturer to inspect installation of manufacturer's products that are similar to material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A first or includual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications A firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for hydrallations of the system, assembly, or product that are similar to those indicated for this Projectin material, design, and extent.
  - Asting Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 1. Contractor responsibilities include the following:

- Provide test specimens and assemblies representative of proposed materials and a. construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
- Submit specimens in a timely manner with sufficient time for testing and analyzing b. results to prevent delaying the Work.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, with copy to the Contractor. Interpret tests and inspections and state in each report whether tested inspected work complies with or deviates from the Contract Documents.

### 1.6 **OUALITY CONTROL**

- Owner Responsibilities: Where quality-control services are indicated as the A. responsibility, the Owner will engage a qualified testing agency to perform these services.
  - and telephone numbers of The Owner will furnish the Contractor with names, addresses. 1. testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the Cyne
  - Costs for retesting and reinspecting construction that replaces or is necessitated by work 3. that failed to comply with the Contract Do aments will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- Contractor Responsibilities: Unless other cated, provide quality-control services B. specified and required by authorities having prisdiction.
  - Where services are indicated as the Contractor's responsibility, engage a qualified testing 1. agency to perform these quality control services.

    Notify testing agencies at least 7 days in advance of time when Work that requires testing
  - 2.
  - or inspecting will be performed.

    Where qualitys on to services are indicated as the Contractor's responsibility, submit a certified written know, in duplicate, of each quality-control service. 3.
  - Testing and inspecting requested by the Contractor and not required by the Contract 4. Document are Contractor's responsibility.
  - Submit additional copies of each written report directly to authorities having jurisdiction, 5. en the v so direct.
- acturer's Field Services: Where indicated, engage a factory-authorized service represe tative to inspect field-assembled components and equipment installation, including ervice connections. Report results in writing.
- Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- Testing Agency Responsibilities: Cooperate with the Architect and the Contractor in E. performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

# MORRIS KC COMMUNITY CORRECTIONAL CENTER DOVER, DELAWARE

- 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.
- 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
- 5. Do not perform any duties of the Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notificated agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field-curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material hixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of actuative accommodate required quality-assurance and quality-control services with a minin untof delay and to avoid necessity of removing and replacing construction to accommodate esting and inspecting.
  - 1. Schedule times for tests inspections, obtaining samples, and similar activities.

### PART 2 - PRODUCTS (Not Use a)

### PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

### **END OF SECTION**

### **SECTION 01 50 00**

### TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sanitary facilities, including toilets, wash facilities and dainling-water facilities.
  - 2. Ventilation.
  - 3. Electric power service.
- C. Support facilities include, but are not limited to, be following
  - 1. Field offices.
  - 2. Lifts and hoists.
  - 3. Temporary stairs.
  - 4. Construction aids and miscell neors services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Pest control.
  - 2. Barricades, warnh gagns, and lights.
- E. Related Sections are the following:
  - 1. Division D1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

### 1.3 USE CNARGES

Temporary water and electric will be provided by the Owner.

### OUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.

- 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### 1.5 PROJECT CONDITIONS

- Conditions of Use: The following conditions apply to use of temporary services and factiti A. by all parties engaged in the Work:
  - Keep temporary services and facilities clean and neat. 1.
  - 2. Relocate temporary services and facilities as required by progress of the Wor

### PART 2 - PRODUCTS

### 2.1 **MATERIALS**

General: Provide new materials. Undamaged, previous us di A. condition may be used if approved by the Architect. Pro Le materials suitable for use intended.

### 2.2 **EQUIPMENT**

- General: Provide equipment suitable for use intended. A.
- Fire Extinguishers: Hand carried, ortable, UL rated. Provide class and extinguishing agent as B. indicated or a combination of entirguish is of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by locaton and class of fire exposure.
- Self-Contained Toilet Units. Single-occupant units of chemical, aerated recirculation or C. combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent n. terial.
- Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to D. V Jugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button and pilot light.
- ower Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

Locate facilities where they will serve the Project adequately and result in minimum A. interference with performance of the Work. Relocate and modify facilities as required. B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of the Owner's existing water service facilities will be permitted, as long facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Provide rubber hoses as necessary to serve the Project site.
  - Where installations below an outlet might be damaged by spillage or legkage, provide a
    drip pan of suitable size to minimize water damage. Drain accumulated water promptly
    from pans.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and finding-water fixtures. Comply with regulations and health codes for type, number, location operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper owe s, paper cups, and similar disposable materials for each facility. Maintain ade uate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Use of the Owner's existing toile facilities will not be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Electric Power Service: Use of the Owner Lexisting electric power service will be permitted, as long as equipment is maintained in condition acceptable to the Owner.
- D. Electric Distribution: Provide recep acle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed affect with-voltage ratio.
- E. Waste D sposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsaviary waste materials separately from other waste.
  - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

# 3.3 OPERATION, TERMINATION, AND REMOVAL

A. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of the Contractor. The Owner reserves right to take possession of the Project identification signs.

2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION

# SECTION 01 73 29 CUTTING & PATCHING

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patering
- B. Related Sections include the following:
  - 1. Divisions 02 through 07 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction recessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work Aquired to restore surfaces to original conditions after installation of other Work.

### 1.4 QUALITY ASSURANCE

- A. Structural Elements. Do not cut and patch structural elements in a manner that could change their load carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manual that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following: List below is an example only. Revise to suit Project's operating systems. With advice of counsel, delete below if Architect's approval is not required. If list is deleted, delete option in paragraph above.
  - 1. Fire-suppression systems.
  - 2. Mechanical systems piping and ducts.
  - 3. Control systems.
  - 4. Communication systems.
  - 5. Conveying systems.
  - 6. Electrical wiring systems.

- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot of used, use materials that, when installed, will match the visual and functional performance of in-place materials.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

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

# 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping grinding, and similar operations, including excavation, using methods least likely to came be elements retained or adjoining construction. If possible, review proposed procedures will original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots is small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the expessed or finished side into concealed surfaces.
  - 3. Concrete or Masonry: Cut using a subing machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Sarvie's: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or pixe and seal remaining portion of pipe or conduit to prevent entrance of moisture or other for agn matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construct co by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to denoncarate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish extoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plan surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

# END OF SECTION

### **SECTION 01 74 19**

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction valte.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste

### 1.3 DEFINITIONS

- A. Construction Waste: Building and site hyprogement materials and other solid waste resulting from construction, remodeling, resovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and lite improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-X te of demolition and construction waste and subsequent sale, recycling, reuse, or deposion landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recevery of demolition or construction waste for subsequent processing in preparation for reuse
- E. Salve Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.4 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and

demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

### 1. Demolition Waste:

- a. Equipment.
- b. Cabinets.
- c. Mechanical equipment.
- d. Refrigerants.
- e. Electrical conduit.
- f. Copper wiring.
- g. Lighting fixtures.
- h. Lamps.
- i. Ballasts.
- j. Electrical devices.
- k. Switchgear and panelboards.
- 1. Transformers.

### 2. Construction Waste:

- a. Electrical conduit.
- b. Packaging: Regardless of salvage/recycle goar indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and No.
  - 5) Polystyrele paclaging
  - 6) Wood cr. tes.
  - 7) P'stic vil.

### 1.5 ACTION SULMITALS

A. Waste Manage nent Plan: Submit plan within 7 (7) days of date established for commencement of the Work

# 1.6 INFORMATIONAL SUBMITTALS

- Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.

- 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
- 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include magnests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include prankests weight tickets, receipts, and invoices.
- G. Qualification Data: For waste management coordinator and refrigerant recovery technician.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to ErA regulations. Include name and address of technician and date refrigerant was recovered.

# 1.7 QUALITY ASSURANCE

- A. Waste Management Coorlinator Qualifications: Experienced firm, with a record of successful waste management coordinator of projects with similar requirements.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

- 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
- 5. Review waste management requirements for each trade.

### 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste transplan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimate.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of wast generation, total quantity of each type of waste, quantity for each means of recovery, and he dling and transportation procedures.
  - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of the manes, addresses, and telephone numbers.
  - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - Recycled Materials; Include list of local receivers and processors and type of recycled materials each will accept Vaclude names, addresses, and telephone numbers.
     Disposed Materials Indicate how and where materials will be disposed of. Include name,
  - 5. Disposed Materals Indicate how and where materials will be disposed of. Include name, address, and teleprop number of each landfill and incinerator facility.
    6. Handling and Transportation Procedures: Include method that will be used for separating
  - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclade method that will be used for separating recyclade method that will be used for separating what has rials separation will be performed.
- D. Cost Reve use Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:
  - 1. Total quantity of waste.
  - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  - 3. Total cost of disposal (with no waste management).
  - 4. Revenue from salvaged materials.
  - 5. Revenue from recycled materials.
  - 6. Savings in hauling and tipping fees by donating materials.
  - 7. Savings in hauling and tipping fees that are avoided.

- 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
- 9. Net additional cost or net savings from waste management plan.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, ontainers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of maste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temperary Controls: Conduct waste management operations to ensure minimum interference of the loads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust aid dirt, environmental protection, and noise control.

# 3.2 ALVAGING DEMOLITION WASTE

- A. J Salvaged Items for Sale and Donation: Not permitted on Project site.
- B. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.

- 4. Transport items to Owner's storage area designated by Owner.
- 5. Protect items from damage during transport and storage.
- C. Lighting Fixtures: Separate lamps by type and protect from breakage.
- D. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters panelboards, circuit breakers, and other devices by type.

# 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesive solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, thish, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials or site without intermixing with other materials. Place, grade, and shape stock iles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials way from construction area. Do not store within drip line of remaining trees
  - 4. Store component off he ground and protect from the weather.
  - 5. Remove revelable waste from Owner's property and transport to recycling receiver or processor.

### 3.4 RECYCLING DEMOLITION WASTE

- A. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- B. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- C. Conduit: Reduce conduit to straight lengths and store by type and size.

### 3.5 RECYCLING CONSTRUCTION WASTE

### A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallet from Project site. For pallets that remain on-site, break down pallets into component good pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or leated wood.
  - a. Comply with requirements in Section 329302 "Phonts" for use of clean sawdust as organic mulch.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be sayaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having juri die ion.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport dear's in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not a rn waste materials.
- C. Burning: Parving of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are exting aished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- **Example 2** As sposal: Remove waste materials from Owner's property and legally dispose of them.

# 7 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-2 for demolition waste identification.
- C. Form CWM-3 for construction waste reduction work plan.

- D. Form CWM-4 for demolition waste reduction work plan.
- E. Form CWM-5 cost/revenue analysis of construction waste reduction work plan.
- F. Form CWM-6 cost/revenue analysis of demolition waste reduction work plan.
- G. Form CWM-7 for construction waste
- H. Form CWM-8 for demolition waste.

END OF SECTION

# **SECTION 01 77 00** CLOSEOUT PROCEDURES

### PART 1 - GENERAL

### 1.1 **RELATED DOCUMENTS**

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

### 1.2 **SUMMARY**

- A. This Section includes administrative and procedural requirements for co closeout. including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - Operation and maintenance manuals. 3.
  - 4. Warranties.
  - 5. Instruction of the Owner's personnel.
  - Final cleaning.

### SUBSTANTIAL COMPLETION 1.3

- Preliminary Procedures: Before requesting in spection for determining date of Substantial A. Completion, complete the following. List items below that are incomplete in request.
  - Prepare a list of items of be completed and corrected (punch list), the value of items on 1.
  - 2.
  - the list, and reasons why the Work is not complete.

    Advise the Owner of pending insurance changeover requirements.

    Submit specific warra ties, workmanship bonds, maintenance service agreements, final 3. certifications, and in alar documents.
  - Obtain and submit releases permitting the Owner unrestricted use of the Work and access 4. to service and utilities. Include occupancy permits, operating certificates, and similar re cases.
  - Propare and submit Project Record Documents, operation and maintenance manuals, Final completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
    - Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - Complete startup testing of systems.
  - Submit test/adjust/balance records.
  - Terminate and remove temporary facilities from Project site, along with mockups, 10. construction tools, and similar elements.
  - Advise the Owner of changeover in heat and other utilities. 11.
  - 12. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
  - 13. Complete final cleaning requirements, including touchup painting.

- 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according Division 00 Section 00 73 13 "Supplementary General Conditions A2012.007."
  - 2. Submit certified copy of the Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), and research and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, coraming insurance coverage complying with insurance requirements.
  - 4. Instruct the Owner's person ellipoperation, adjustment, and maintenance of products, equipment, and system.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reaspection: Request reinspection when the Work identified in previous inspections as a nonplete is completed or corrected.

### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:

- a. Project name.
- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

### 1.6 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Document for the Architect's reference during normal working hours.

# B. Record Drawings:

- 1. Maintain and submit one set of blue- or black-line white prints of Vintract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
- 2. The Contractor shall be responsible for updating the bid doct ments (CADD drawings and specifications) with the as-built changes. All changes shall be clouded and tagged as "asbuilt" revisions. The drawings shall also have a rew 'as-built" date.
- 3. Deliverables: One review set of bond prints, two fit al sets (one in bond and one in Mylar).
- 4. Drawings that replace the original bid drawing shall be cross referenced to the original bid drawing files.
- 5. Mark Record Prints to show the act or in a llation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installar, succontractor, or similar entity, to prepare the marked-up Record Prints.
  - a. Give particular atention to information on concealed elements that cannot be readily identified an recorded later.
  - b. Accurately proportion in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup be on enclosing concealed installations.
  - d. Nark Contract Drawings or Shop Drawings, whichever is most capable of showing a tunl physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
- 6. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish at tween changes for different categories of the Work at the same location.
- Mark important additional information that was either shown schematically or omitted from original Drawings.
- Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
- 9. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 1. Give particular attention to information on concealed products and installation, mat cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and change in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous record required by other Specification Sections for miscellaneous record keeping and schmittal in connection with actual performance of the Work. Bind or file miscellaneous record and identify each, ready for continued use and reference.

### 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three (3) complete sets of operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance satisfied in individual Specification Sections and as follows:
  - 1. Operation Data:
    - a. Emerger by iletructions and procedures.
    - b. System, so system, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal, and weekend exercises.
    - d. Pescription of controls and sequence of operations.
    - e. Pi ing diagrams.
  - 2. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to

accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

### 1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of the Architect for designated portion of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner auring construction period by separate agreement with the Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered toos for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and price with the typed or printed title "WARRANTIES," Project name, and ame of the Contractor.
- D. Provide additional copies of each warrant to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

# 2.1 MATERIALS

A. Cleaning Age ts: Ase cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 EXECUTION

### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with the Owner, through the Architect with at least seven days' advance notice.

- 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair.

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or profession a cleaners for final cleaning. Clean each surface or unit to condition expected in an across commercial building cleaning and maintenance program. Comply with macuta turer's written instructions.
  - 1. Complete the following clearing of erations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project ste, and, and grounds, in areas disturbed by construction activities, including lar decaye development areas, of rubbish, waste material, litter, and other foreign surstances.
    - b. Sweet paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Pake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Pemove tools, construction equipment, machinery, and surplus material from Project site.
    - Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.

- Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- 1. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment Remove excess lubrication, paint and mortar droppings, and other fore, in substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of steins including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were peraled without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluor scent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready to a upancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's preperty. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- 3.3 SUMMARY OF CLOSE SET DOCUMENTS
  - A. Contractor's Asia vit of Payment of Debts and Claims (AIA Document G706)
  - B. Contractor's Content of Surety Company to Final Payment (AIA Document G707) (one copy)
  - C. Copyactor's Affidavit of Release of Liens (AIA Document G706A) (one copy)
  - D. Copy & Letter of Guarantee and Warranty Information (three copies)
  - Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)
  - F. Operation and Maintenance Manuals
  - G. Record Shop Drawings and Submittals
  - H. As-built Drawings: All construction changes should be clouded and marked.
    - 1. Updated CAD files to reflect changes and as-built conditions.

- 2. Two hard copies and one CD-Rom with digital Image (scanned) files of As-builts
- 3. Mylar prints of As-builts revised CAD file
- I. Affidavit of Discharge of State Tax Liability
- J. Punch List Closeout Letter

**END OF SECTION** 

### **SECTION 01 91 13**

### GENERAL COMMISSIONING REQUIREMENTS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. OPR and BOD documentation are included by reference for information only

### 1.2 SUMMARY

A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

### 1.3 DEFINITIONS

- A. BoD: Basis of Design. A document the results concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both nurrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the e pectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- D. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

# 1 / COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the Engineer.
  - B. Members Appointed by Owner:

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- 1. Representatives of the facility user and operation and maintenance personnel.
- 2. Architect and engineering design professionals.

### 1.5 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to each Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- C. Provide the BOD documentation, prepared by Engineer and approved by Owner, in each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

# 1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  - 1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  - 2. Attend team meetings held on a bivockly asis.
  - 3. Integrate and coordinate commissioning process activities with construction schedule.
  - 4. Complete paper construction cheskhots as Work is completed and provide to the Engineer on a weekly basis.
  - 5. Complete commissioning process test procedures.

PART 2 - PRODUCTS (Not Us d)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**