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ISSUE FOR BID

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State of Delaware / Office of
Management & Budget / Division of
Facilities Management

**MATT HALEY CULINARY ARTS
TRAINING FACILITY**

**JAMES T. VAUGHN CORRECTION
CENTER**

DE DEPARTMENT OF CORRECTION

[Redacted]

New Castle County, Delaware

200-26912-16003 / MJ3804000086

240 Continental Drive, Suite 200
Newark, DE 19713

08 AUGUST 2016

NOT FOR CONSTRUCTION

**MATT HALEY CULINARY ARTS TRAINING FACILITY
AT THE
JAMES T. VAUGHN CORRECTION CENTER
SMYRNA, DELAWARE
OMB/DFM CONTRACT MJ3804000086**

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. DuPont Highway
Dover, DE 19901

OWNER: Delaware Department of Correction
Central Administration Building
245 McKee Rd.
Dover, DE 19904

ARCHITECT: Tetra Tech
240 Continental Drive
Suite 200
Newark, DE 19713
Phone: 302-738-7551

Fax: 302-454-5989

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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 an Electrical or General Contractor whose qualifications and reputation are satisfactory to the Owner and Engineer.
- B. The Prime Contractor shall be a Contractor who holds a General, Electrical or Fire Alarm Installer license in New Castle County, Delaware and the State of Delaware at the time that bids are taken for this project.
- C. The Prime Contractor shall perform at least 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 the Office of Management and Budget, Division of Facilities Management, Thomas Collins Building, 540 S. Dupont Highway, Suite 1, Dover, DE 19901. Contract related questions shall be directed, OMB/DFM Construction Projects Manager at telephone (302) 739-5614.
- B. TENANT as defined herein is Delaware Department of Corrections and Delaware Department of Education.
- C. ARCHITECT/ENGINEER as defined wherever in Project Manual is Tetra Tech Inc., 240 Commercial Drive, Suite 200, Newark, DE 19713. Telephone: 302-738-7551, Fax 302-454-5989, or email: Project.Manager@tetrattech.com

1.04 BID 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 *115 calendar 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 JTVCC Maintenance and be prepared to identify 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 incontrovertible 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 intent of the Contract Documents or requests for substitutions shall be submitted to the Engineer in writing and shall be in Architect/Engineer's office seven (7) days before Bid 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 formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal validity.
- D. Prior to submitting 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 locally within 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 requirements 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 contract 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 available 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 RATES

- A. The schedule of prevailing wage rates is included in the Contract Documents under Section 00 73 46.

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.

1.11 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. PDF's of the Documents may be obtained at the offices of the Architect/Engineer Tetra Tech, 240 Continental Drive, Suite 200, Newark, DE 19713, upon payment of a non-refundable deposit of \$100.00. Checks shall be made payable Tetra Tech, Inc.
- C. Documents may be examined at the offices of the Architect/Engineer, Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713 or Delaware Contractor's Association (DCA), 527 Christiana-Stanton Road, Newark, DE 19713.

END OF SECTION 00 22 13a

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MATT HALEY CULINARY ARTS TRAINING FACILITY
JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

BID FORM

For Bids Due: August 08, 2016 **To:** State of Delaware – Office of Management & Budget
Division of Facilities Management

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

BASE BID –

(Type/Print Value) _____

(\$ _____)

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to drawings and specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

1. ALTERNATE No. 1: ~~_____~~ ADD temporary removal and replacement of the "Alternate" section of the existing floor slab shown on drawing 2/A-101

Add: _____

(\$ _____)

2. ALTERNATE No. 2: ADD Contingency Allowance of Twenty Thousand Dollars \$ 20,000

Add: _____

Initial Recognition of this \$ 20,000 Alternate Value _____

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JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

NOTE: ALTERNATE no.'s 3 thru 21 are ADD Alternates for the supply and installation of the specified kitchen equipment product(s). The item no.'s correspond to the items no.'s in spec section 114000 and on the Equipment Schedule on drawing sheet FS-2.0

3. ALTERNATE No. 3: ADD One of Item 7 – Wire Shelving.

Add: _____
(\$ _____)

4. ALTERNATE No. 4: ADD One of Item 8 – Refrigerated Display Case.

Add: _____
(\$ _____)

5. ALTERNATE No. 5: ADD One of Item 9 – Reach-in Freezer.

Add: _____
(\$ _____)

6. ALTERNATE No. 6: ADD one of Item 13 – Table w/ Prep Sink.

Add: _____
(\$ _____)

7. ALTERNATE No.7: ADD three of Item 14 - Heavy Duty Range.

Add: _____
(\$ _____)

8. ALTERNATE No. 8: ADD one of Item 18 – Deep Fryer.

Add: _____
(\$ _____)

9. ALTERNATE No. 9: ADD seven of Item 21 – Work Table

Add: _____
(\$ _____)

10. ALTERNATE No. 10: ADD one of Item 24 – Food Slicer.

Add: _____
(\$ _____)

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JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

11. ALTERNATE No. 11: ADD two of Item 27 – Wall Mounted Pot Filler.

Add: _____

(\$ _____)

12. ALTERNATE No. 12: ADD one of Item 28 – Serving Counter.

Add: _____

(\$ _____)

13. ALTERNATE No. 13: ADD two of Item 31 – Pot Rack.

Add: _____

(\$ _____)

14. ALTERNATE No. 14: ADD one of Item 33 – Wall Mounted Shelf

Add: _____

(\$ _____)

15. ALTERNATE No. 15: ADD two of Item 34 – Wire Shelf

Add: _____

(\$ _____)

16. ALTERNATE No. 16: ADD one of Item 35 – Wire Shelving.

Add: _____

(\$ _____)

17. ALTERNATE No. 17: ADD one of Item 36 – Utility Cart.

Add: _____

(\$ _____)

18. ALTERNATE No. 18: ADD one of Item 39 – Wall Mounted Pot Rack.

Add: _____

(\$ _____)

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JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

19. ALTERNATE No. 19: ADD one of Item 40 – Wire Shelving.

Add: _____

(\$ _____)

20. ALTERNATE No. 20: ADD one of Item 45 – Counter Mixer.

Add: _____

(\$ _____)

21. ALTERNATE No. 21: ADD one of Item 46 –Ice Maker with Bin.

Add: _____

(\$ _____)

UNIT PRICES

UNIT PRICE No. 1: Concrete Slab - temporary removal & replacement

Unit of Measure – Square Foot

\$ _____

(\$ _____)

UNIT PRICE No. 1: Lump sum price for Base Bid BAS Controls (to be included in Base Bid)

\$ _____

(\$ _____)

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MATT HALEY CULINARY ARTS TRAINING FACILITY
JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

BID FORM

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within **115** calendar days of the Notice to Proceed.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Affidavit(s) of Employee Drug Testing Program
- Bid Security
- (Others as Required by Project Manuals)

MATT HALEY CULINARY ARTS TRAINING FACILITY
JAMES T. VAUGHN CORRECTION CENTER
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BID FORM

SUBCONTRACTOR LIST

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

| <u>Subcontractor Category</u> | <u>Subcontractor</u> | <u>Address (City & State)</u> | <u>Subcontractors tax payer ID # or Delaware Business license #</u> |
|-------------------------------|----------------------|-----------------------------------|---|
| 1. Concrete | _____ | _____ | _____ |
| 2. Masonry | _____ | _____ | _____ |
| 3. Carpentry | _____ | _____ | _____ |
| 4. HVAC | _____ | _____ | _____ |
| 5. BAS Controls | _____ | _____ | _____ |
| 6. Fire Protection | _____ | _____ | _____ |
| 7. Electrical | _____ | _____ | _____ |
| 8. Fire Alarm Vendor | _____ | _____ | _____ |

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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 (Project or Contract Number) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____ .

NOT FOR CONSTRUCTION

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

MATT HALEY CULINARY ARTS TRAINING FACILITY
JAMES T. VAUGHN CORRECTION CENTER
200-26912-16003/MJ3804000086

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR CONSTRUCTION

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. MJ3804000086, to be paid to the **State** for the use and
benefit of _____ (*insert State agency name*) for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

NOT FOR CONSTRUCTION



AIA® Document A101™ – 2007

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

NOT FOR CONSTRUCTION

TABLE OF ARTICLES

| | |
|----|---|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

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

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

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

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

| Item | Price |
|------|-------|
|------|-------|

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that 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 dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other (Specify)

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 as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Payments are due 30 days after the 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 annum.

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

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

§ 8.5 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 enumerated in the sections below.

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

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

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

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

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

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

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

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

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

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

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

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

NOT FOR CONSTRUCTION

Init.

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. 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 by the 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:

"Payments 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 annum."

8.5 Delete 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 SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ3804000086 dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)
Name: _____
(Corporate Seal) Title: _____

SURETY

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)
Name: _____
(Corporate Seal) Title: _____

NOT FOR CONSTRUCTION

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ3804000086 dated the _____ day of _____, 20__ (the “**Contract**”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, 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, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

00 62 76 APPLICATION AND CERTIFICATE FOR PAYMENT

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

Copies of the Document are available through the A/E.

A draft copy of this document is included herein as follows

NOT FOR CONSTRUCTION

Application and Certificate for Payment

| | | | |
|---|--|---|---|
| TO OWNER: FROM CONTRACTOR: | PROJECT: VIA ARCHITECT: | APPLICATION NO: PERIOD TO: CONTRACTOR: CONTRACT DATE: PROJECT NOS: / / | Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
|---|--|---|---|

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| | |
|--|----------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ |
| 2. Net change by Change Orders | \$ _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ _____ |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ _____ |
| 5. RETAINAGE: | |
| a. _____ % of Completed Work (Column D + E on G703) | \$ _____ |
| b. _____ % of Stored Material (Column F on G703) | \$ _____ |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ _____ |
| 6. TOTAL EARNED LESS RETAINAGE | \$ _____ |
| (Line 4 Less Line 5 Total) | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ _____ |
| (Line 6 from prior Certificate) | |
| 8. CURRENT PAYMENT DUE | \$ _____ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | \$ _____ |
| (Line 3 less Line 6) | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------------|-----------------|
| Total changes approved in previous months by Owner | \$ _____ | \$ _____ |
| Total approved this Month | \$ _____ | \$ _____ |
| TOTALS | \$ _____ | \$ _____ |
| NET CHANGES by Change Order | \$ _____ | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



AIA® Document G701™ – 2001

Change Order

| | | |
|-----------------------------------|-----------------------------|--------------------------------------|
| PROJECT (Name and address): | CHANGE ORDER NUMBER: | OWNER: <input type="checkbox"/> |
| | DATE: | ARCHITECT: <input type="checkbox"/> |
| TO CONTRACTOR (Name and address): | ARCHITECT'S PROJECT NUMBER: | CONTRACTOR: <input type="checkbox"/> |
| | CONTRACT DATE: | FIELD: <input type="checkbox"/> |
| | CONTRACT FOR: | OTHER: <input type="checkbox"/> |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

| | | | |
|---|----|-------|------|
| The original Contract Sum was | \$ | _____ | 0.00 |
| The net change by previously authorized Change Orders | \$ | _____ | 0.00 |
| The Contract Sum prior to this Change Order was | \$ | _____ | 0.00 |
| The Contract Sum will be _____ by this Change Order in the amount of _____ | \$ | _____ | 0.00 |
| The new Contract Sum including this Change Order will be _____ | \$ | _____ | 0.00 |
| The Contract Time will be _____ by (_____) days. | | | |
| The date of Substantial Completion as of the date of this Change Order therefore is _____ | | | |

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|-----------------------|------------------------|-------------------|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| ADDRESS | ADDRESS | ADDRESS |
| BY (Signature) | BY (Signature) | BY (Signature) |
| (Typed name) | (Typed name) | (Typed name) |
| DATE | DATE | DATE |

NOT FOR CONSTRUCTION



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the work on the list of items attached hereto within () days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

| | | |
|-------------------------------------|-----------------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | ARCHITECT'S PROJECT NUMBER: | OWNER: <input type="checkbox"/> |
| | | ARCHITECT: <input type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> | CONTRACT FOR: | CONTRACTOR: <input type="checkbox"/> |
| | CONTRACT DATED: | SURETY: <input type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Release or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

| | | |
|-------------------------------------|-----------------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | ARCHITECT'S PROJECT NUMBER: | OWNER: <input type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> | CONTRACT FOR: | ARCHITECT: <input type="checkbox"/> |
| | CONTRACT DATED: | CONTRACTOR: <input type="checkbox"/> |
| | | SURETY: <input type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO: CONTRACTOR: *(Name and address)*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®]

Document G707™ – 1994

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:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

NOT FOR CONSTRUCTION



AIA[®] Document G710[™] – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

ARCHITECT:

OWNER (Name and address):

DATE OF ISSUANCE:

CONSULTANT:

CONTRACTOR:

FROM ARCHITECT (Name and
address):

CONTRACT FOR:

FIELD:

CONTRACT DATE:

OTHER:

TO CONTRACTOR (Name and
address):

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

(Signature)

(Printed name and title)

NOT FOR CONSTRUCTION



AIA® Document G714™ – 2007

Construction Change Directive

| | | |
|---|------------------------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | DIRECTIVE NUMBER: | OWNER: <input type="checkbox"/> |
| | DATE: | ARCHITECT: <input type="checkbox"/> |
| | CONTRACT FOR: | CONSULTANT: <input type="checkbox"/> |
| TO CONTRACTOR: <i>(Name and address)</i> | CONTRACT DATED: | CONTRACTOR: <input type="checkbox"/> |
| | ARCHITECT'S PROJECT NUMBER: | FIELD: <input type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows:

- The Contract Time is proposed to . The proposed adjustment, if any, is .

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

| | | |
|--|--|---|
| _____ ARCHITECT <i>(Firm name)</i> | _____ OWNER <i>(Firm name)</i> | _____ CONTRACTOR <i>(Firm name)</i> |
| _____ ADDRESS | _____ ADDRESS | _____ ADDRESS |
| _____ BY <i>(Signature)</i> | _____ BY <i>(Signature)</i> | _____ BY <i>(Signature)</i> |
| _____ <i>(Typed name)</i> | _____ <i>(Typed name)</i> | _____ <i>(Typed name)</i> |
| _____ DATE | _____ DATE | _____ DATE |



AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address): _____

INSURED _____

A. General Liability

- | | Yes | No | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for: | | | |
| a. Premises - Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | | | |
| b. Extended Reporting Date? | | | |

B. Worker's Compensation

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

C. Final Payment Information

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

D. Termination Provisions

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

E. Other Provisions

Authorized Representative

Date of Issue

GENERAL CONDITIONS

TO THE
CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document 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.

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AIA® Document A201™ – 2007

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

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

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

NOT FOR CONSTRUCTION

Init.

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

Written Interpretations
4.2.11, 4.2.12

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

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

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.1.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

§ 9.3.1.1 As provided in Section 9.3.1, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding Certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

NOT FOR CONSTRUCTION

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 OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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10. PROTECTION OF PERSONS AND PROPERTY
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

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 DOCUMENTS 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 sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be 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.

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- 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, plane and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

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

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.

- 3.5.2 Defects appearing 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.

- 3.5.3 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.

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3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

3.17 In the second sentence of the paragraph, insert “indemnify” between “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 other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 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 following Paragraph:

4.2.10.1 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

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

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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 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 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 behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

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- 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 AIA Document G702, Continuation Sheet to G703.
- 9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

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9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also, strike "binding dispute 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 same 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 insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

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- 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 dispute 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 agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.” Insert “30 days of prepayment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.”

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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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 in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "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 SUPPLEMENTARY GENERAL CONDITIONS

NOT FOR CONSTRUCTION

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, 1997 edition, 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 or add 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 1 - GENERAL REQUIREMENTS

- A. Certain provisions of Division 1, GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross referenced in the various sections of Division 1.
- C. Throughout the entire document, wherever "Architect" is stated, read "Engineer".

1.4 ARTICLE 1 – GENERAL PROVISIONS

- A. Paragraph 1.1 - Basic Definitions
Add the following subparagraph:

1.1.f Terms 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 1 for detailed requirements concerning Temporary Facilities and Equipment.

Subparagraph 3.4.2 - Add the following sentence:

Refer specifically to Division 1 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 requires a 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 subparagraphs:

5.2.6 For Public Works Contracts, the Contractor shall not subcontract, sublet, sell, 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, work amounting to not less than ten percent (10%) of the total contract bid price, exclusive of General Condition Items, Overhead, and Profit.

1.7 ARTICLE 8 - TIME

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.

1.8 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 week. 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 Contractor and furnished by a surety company licensed in the State of Delaware. The Owner has the right to demand proof that the parties signing the bonds are duly 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, workmen or mechanics, shall be given to bona-fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each Public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this Section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16.2 **Preference for 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 comply with all applicable Federal, State and Local laws, ordinances, codes and regulations. 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 Delaware Laws in reference to construction shall be as binding as though quoted in full herein 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 transact business in the State of Delaware as provided for in the Delaware Code Title 30, Chapter §2502 and in any and all Delaware Municipalities having jurisdiction 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 required 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 works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 Chapter 6962 prior to submitting a bid.

1.11 ARTICLE 18 - INDEMNIFICATION BY THE CONTRACTOR AND SUBCONTRACTORS

- A. 18.1 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 a 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.

18.1.2 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 failure 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 entered into by the contractor for performance of any and all portions of the work on the project:

(1) To the fullest extent permitted by law, the Subcontractor 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 attorneys' 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 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.

- b. The obligation of the Subcontractor under this Article shall not extend to the liability of 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 to give direction of instructions by the Architect, the Consulting Engineers, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

END OF SECTION 00 73 14

NOT FOR CONSTRUCTION

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, 2016

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|-----------------------------------|------------|-------|--------|
| ASBESTOS WORKERS | 22.58 | 27.81 | 40.47 |
| BOILERMAKERS | 67.59 | 34.29 | 50.41 |
| BRICKLAYERS | 50.49 | 50.49 | 50.49 |
| CARPENTERS | 52.81 | 52.81 | 41.97 |
| CEMENT FINISHERS | 70.82 | 30.85 | 21.89 |
| ELECTRICAL LINE WORKERS | 44.90 | 38.50 | 29.36 |
| ELECTRICIANS | 65.10 | 65.10 | 65.10 |
| ELEVATOR CONSTRUCTORS | 83.06 | 63.69 | 31.54 |
| GLAZIERS | 69.30 | 69.30 | 55.95 |
| INSULATORS | 54.38 | 54.38 | 54.38 |
| IRON WORKERS | 61.20 | 61.20 | 61.20 |
| LABORERS | 43.60 | 43.60 | 43.60 |
| MILLWRIGHTS | 66.83 | 66.83 | 53.40 |
| PAINTERS | 46.72 | 46.72 | 46.72 |
| PILEDRIVERS | 32.97 | 38.86 | 31.43 |
| PLASTERERS | 29.47 | 29.47 | 21.84 |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 65.95 | 50.85 | 55.34 |
| POWER EQUIPMENT OPERATORS | 61.36 | 61.36 | 43.28 |
| ROOFERS-COMPOSITION | 23.49 | 23.40 | 20.87 |
| ROOFERS-SHINGLE/SLATE/TILE | 18.16 | 18.07 | 16.98 |
| SHEET METAL WORKERS | 65.14 | 65.14 | 65.14 |
| SOFT FLOOR LAYERS | 49.77 | 49.77 | 49.77 |
| SPRINKLER FITTERS | 54.57 | 54.57 | 54.57 |
| TERRAZZO/MARBLE/TILE FNRS | 55.72 | 55.72 | 46.92 |
| TERRAZZO/MARBLE/TILE STRS | 63.98 | 63.98 | 54.33 |
| TRUCK DRIVERS | 28.39 | 27.10 | 20.68 |

CERTIFIED:

6/15/2016

BY:

Dan K. [Signature]

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: MJ3804000086 JTVCC Matt Haley Culinary Arts Training Facility, New Castle County



STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

NOT FOR CONSTRUCTION

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ARTICLE 1: GENERAL

1.1 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 in receipt 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.

1.2 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, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. 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."

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.

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- 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 best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 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 assigned 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 Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful 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 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 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. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 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."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

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- 3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104-“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 bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met 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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder’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 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond.

- 4.1.5 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 refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this

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Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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 liability 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 nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable 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 agencies 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 RIGHT TO AUDIT RECORDS

4.4.1 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.

4.4.2 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 Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as 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;

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- B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding 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 nature 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 Subcontractor 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 satisfied 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 hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

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5.3 ASBESTOS ABATEMENT

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 pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY 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

5.5.1 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.

6.2 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 Sum and 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 shall 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 costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not

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exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

- 7.3.3 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 markup 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 weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

- 8.3 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 Contract, 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 terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 **SUSPENSION AND DEBARMENT**

- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware 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."

- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for 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 hearing 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

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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 punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual 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 receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking 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 approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6-16, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum, beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 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 at secured locations, which are suitable for use in the performance of the contract.

9.2.2 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.

9.2.2.1 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

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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 small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating 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 and 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 percent (5%) 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 other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The 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

10.1 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

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at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

- 10.2 The Contractor shall notify the Owner in the event any existing hazardous 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 law and ordinances. The Contractor and Architect will not be required to participate in or 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.
- 10.3 As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials 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 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 foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 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 or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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 entire construction period on this project.
- 11.5 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 its 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 materials (installed and stored) and

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their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual 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 guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

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- 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 contributions or taxes or unemployment insurance, or old age retirement benefits, pensions 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 wages, 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 employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid 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 or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 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. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS
- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

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- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.
- 13.4 ARCHAEOLOGICAL EVIDENCE
- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware 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.
- 13.5 GLASS REPLACEMENT AND CLEANING
- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during 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

- 14.1 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 thereafter 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 contingent upon the appropriation of adequate state, or federal funds, this Agreement may 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 efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS

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: 200-26912-16003/MJ3804000086

Project Name: JTVCC- Matt Haley Culinary Arts Training Facility

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

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

Authorized representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: 200-26912-16003/MJ3804000086

Project Name: JTVCC- Matt Haley Culinary Arts Training Facility

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

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 shall govern this Section as fully as if repeated herein.

1.02 BIDDING AND CONTRACT DOCUMENTS

- A. Reference to specific sections of Bidding and Contract Documents 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. Either extend the existing or provide a new and complete non-proprietary Digital Addressable Fire Alarm System including but not limited to all required:
 - a. Control panels and annunciator panels.
 - b. Notification, alarm, smoke and heat detection devices.
 - c. Duct smoke detectors.
 - d. Wiring (including wiring for new flow and tamper switches) and raceway.
 - e. Power supplies.
 - f. System tests.
 2. Complete removal of the existing Fire Alarm System after installation and successful testing of the new Fire Alarm System.
 3. Patching and painting of holes, surface areas, ceilings, etc., occurring as a result of removing the existing Fire Alarm System.

1.04 WORK NOT INCLUDED

- A. Asbestos 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 persons 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 damage or loss is caused.

1.06 MAJOR SUB-CONTRACTORS

- A. Refer to the Bid Form for the listing of Sub-Contractors 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 specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the works to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect 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 the 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 sub-contractor.
- 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 systems.
- B. No action shall be taken by these Contractors that will interrupt any of the existing building services or systems unless previous arrangements have been made five (5) days in advance with the Owner or an authorized representative.
- C. Should any Contractor inadvertently interrupt any service, they shall immediately furnish all labor, including overtime, material and equipment necessary for 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, equipment and systems.
- B. Installation, connection and interconnection 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 all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the job.
- D. All piping and conduit shall be plugged as required during construction to prevent entrance of dirt and other foreign objects.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, 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.

F. 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 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 accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace 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 under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made 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.

1.12 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., from 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 dust, dirt and all other foreign materials from rooms during construction.
- B. All piping, materials and accessories having finish polished chrome plated surfaces and machine, finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of neutral protection grease and carefully covered with thick cloth or heavy building paper 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 dust, 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.

1.15 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 all other trades.

1.16 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, 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 their 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 Sub-contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers equipment 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-BUILT DRAWINGS

- 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.
- B. 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 2006/2010 CD'S from the Engineer. Make a set of reproducibles. Neatly transfer all the recorded as-built information on to the reproducibles and AutoCAD 2006/2010 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 2006/2010 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-Built in the same format, (i.e.: One (1) reproducible and three (3) prints) as with the project As-Built.

END OF SECTION 00 82 13

NOT FOR CONSTRUCTION

SECTION 011000 - SUMMARY

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. General Contract work covered by Contract Documents
3. Work under separate contracts.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 GENERAL PROJECT INFORMATION

A. General Requirements:

1. This project is a renovation of a former offender cafeteria into a commercial kitchen, to be used for teaching / skills training for incarcerated offenders. See drawings for complete scope of work.

1.4 GENERAL CONTRACT SCOPE of WORK

A. Architectural / Structural Work includes the following:

1. Removal and replacement of selective sections of the existing floor slab to accommodate the new plumbing lines,
2. Toilets:
 - a. Offender toilet

- 1) Removal & replacement of a section of floor for new piping
- 2) Replacement of fixtures with detention type units

- 3) Enlargement of room to accommodate ADA requirements. This will require heading out the existing wall, and constructing a new wall with door
 - b. Staff toilet - Convert existing vestibule into the Staff Toilet. Construction new chase wall
 - 1) Removal & replacement of a section of floor for new piping
 - 2) New vitreous china fixtures
 - 3) New CMU chase wall
 - 4) Weld shut existing exterior door and seal up opening with CMU patch.
 3. Construct four new spaces within the existing cafeteria room: Office, General storage, Food storage & Washer-Dryer closet.
 4. Install new suspended ceilings, new epoxy floor and paint all new and existing walls.
- B. Mechanical:
1. Based on the proposed kitchen equipment, the following items will be required for the mechanical systems.
 2. The current Rooftop Unit (RTU-15) will remain as is and will be adjusted to meet the new space requirements. The existing ductwork will be modified to properly distribute the available air to the new space.
 3. The Island Type Canopy Kitchen Exhaust Hood will be supplied with two (2) integral make-up air units and exhaust fans over the cooking equipment to contain and remove the cooking fumes from the room.
- C. Plumbing:
1. A new water supply and waste collection systems will be provided throughout the interior of the new Kitchen area and renovated toilet rooms as required, with connections to existing plumbing facilities within the building outside the Dining Hall 'D' area. There appears to be viable connections available to domestic cold & hot water supply, grease waste collection, sanitary waste collection and natural gas supply. Existing domestic water piping is located in the ceiling of the corridor adjacent to Serving Line 14/178. Existing grease waste piping is located beneath the floor slab adjacent to Serving Line 14/178. Existing sanitary waste piping is located beneath the floor slab of the corridor adjacent to Serving Line 14/178. Existing natural gas piping is located in the building domestic water heater room. Provision of new plumbing fixtures and installation of Owner-Supplied fixtures is discussed below. This work includes, but is not necessarily limited to, the following plumbing piping equipment and fixtures.
- D. Electrical:
1. A new 225 Amp, 3P, 480V CB shall be added in the existing Panelboard "DP14" to feed a new 75 KVA Step down transformer to be located in the electrical room#14-140.
 2. A pair of new 225 Amp 3Ø 208/120 VAC Panelboards "KPA14 & KPB14" to serve the new kitchen equipment.

3. Single and Three Phase 208 branch circuits to be fed to new kitchen equipment.
 4. Single phase 120 VAC circuits to provide electrical power for the:
 - a. Building convenience receptacles for the work tables
 - b. Miscellaneous other 120 VAC equipment
 5. A three phase 277/480V, 3 Phase, 4W Panelboard will be added in the Electrical room#14-199 and the circuits from this panel shall feed power to the following:
 - a. Roof Mounted Heating & Ventilating units
 - b. Roof Mounted Hood and Make Up Air Units
 6. Existing single phase 277 VAC circuit/s serving this area shall be provided to new lighting fixtures as below:
 - a. Energy efficient LED food service rated lighting fixtures
 - b. Exit and emergency egress lighting fixtures as required
 7. Electrical wiring and raceway as required.
 8. Telephone and Data outlets as required.
 9. The existing fire alarm system shall be added/relocated with following initiating and indicating devices:
 - a. The existing devices shall be relocated as required.
 - b. The following items will be added as required:
 - 1) Smoke / Heat Detectors
 - 2) Pull station
 - 3) Audio / Visual devices
 - 4) Sprinkler system tamper and flow switches
- E. General Contractor Scope of work for the Food Service Equipment:
1. Furnish materials and install all utility lines required to fully operate the Food Service Equipment. Including but not limited to Electrical wiring/circuiting, domestic water and sanitary piping.
- 1.5 ACCESS TO SITE
- A. General: Contractor shall have limited use of Project site for construction operations, which includes the area of work in Building 14 shown on the on Drawings.
 - B. Use of Site: Limit use of Project site to work in area indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Deliveries Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and adjacent areas in the building (No 14) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. 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 approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: Only as approved by JTVCC Maintenance.
 - 2. Hours for Utility Shutdowns: to be Coordinated with JTVCC Maintenance.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner – JTVCC Maintenance not less than (3) days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner- JTVCC Maintenance not less than (3) days in advance of proposed disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on the facility grounds is not permitted.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowance.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

1.7 ALLOWANCES

1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project close out, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Allowance No. 6: Contingency Allowance: Include a contingency allowance of \$ 20,000.00 for use according to Owner's written instructions Subparagraph below addresses relationship to Alternate prices.
 1. This Allowance corresponds to Alternate no 2 "ADD Contingency Allowance" (it is not to be included in the base bid).

END OF SECTION 012100

SECTION 012200 - 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 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is **[an amount incorporated in the Agreement, applicable during the duration of the Work as]** a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1 Cutting and patching of concrete floor slabs.
1. Description: Cutting of new or existing concrete floor slabs up to 6 inches dimension thick. The removal and excavation as required for new utility placement, and subsequent backfill, compaction, and patching of concrete according to Section 011300 "Execution," not otherwise indicated in the Contract Documents.
- B. Unit Price 2: UNIT PRICE No. 1: Lump sum price for Base Bid B.S Controls (to be included in Base Bid)

END OF SECTION 012200

NOT FOR CONSTRUCTION

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Coordination: Review or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Additional floor Slab Removal & Replacement
1. ADD temporary removal and replacement of the “Alternate” section of the existing floor slab shown on drawing 2/A-101
- B. ALTERNATE No. 2: ADD Contingency Allowance of Twenty Thousand Dollars \$ 20,000
- C. **NOTE: ALTERNATE no.’s 3 thru 21** are ADD Alternates for the supply and installation of the specified kitchen equipment product(s). The item no’s correspond to the items no’s in spec section 114000 and on the Equipment Schedule on drawing sheet PA-2.0
- D. ALTERNATE No. 3: ADD One of Item 7 – Wire Shelving.
- E. ALTERNATE No. 4: ADD One of Item 8 – Refrigerated Display Case.
- F. ALTERNATE No. 5: ADD One of Item 9 – Reach-in Freezer.
- G. ALTERNATE No. 6: ADD one of Item 5 – Table w/ Prep Sink.
- H. ALTERNATE No.7: ADD three of Item 14 - Heavy Duty Range unit.
- I. ALTERNATE No. 8: ADD one of Item 18 – Deep Fryer.
- J. ALTERNATE No. 9: ADD seven of Item 21 – Work Table.
- K. ALTERNATE No. 10: ADD one of Item 24 – Food Slicer.
- L. ALTERNATE No. 11: ADD two of Item 27 – Wall Mounted Pot Filler.
- M. ALTERNATE No. 12: ADD one of Item 28 – Serving Counter.
- N. ALTERNATE No. 13: ADD two of Item 31 – Pot Rack.
- O. ALTERNATE No. 14: ADD one of Item 33 – Wall Mounted Shelf.
- P. ALTERNATE No. 15: ADD two of Item 34 – Wire Shelf.
- Q. ALTERNATE No. 16: ADD one of Item 35 – Wire Shelving.
- R. ALTERNATE No. 17: ADD one of Item 36 – Utility Cart.
- S. ALTERNATE No. 18: ADD one of Item 39 – Wall Mounted Pot Rack.
- T. ALTERNATE No. 19: ADD one of Item 40 – Wire Shelving.

- U. ALTERNATE No. 20: ADD one of Item 45 – Counter Mixer.
- V. ALTERNATE No. 21: ADD one of Item 46 –Ice Maker with Bin.

END OF SECTION 012300

NOT FOR CONSTRUCTION

SECTION 01 25 00 – CONTRACT MODIFICATIONS 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 specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section “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 Sum or the Contract Time, on AIA Document G710, “Architect’s Supplemental Instructions”

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal 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 quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
- B. 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.

1.5 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 lower-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 Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 012900 - 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 necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- 1. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- 2. 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 percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 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 contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five 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 Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress 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: Submit Application for Payment to Architect by the 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 days prior to due date for review by Architect.
- D. Application for Payment Forms: Use **[AIA Document G702 and AIA Document G703] [AIA Document G702/CMA and AIA Document G703] [EJCDC Document C-620] <Insert name and designation of standard form>** as form for Applications for Payment.
- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to **[Architect] [Construction Manager]** and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **[Architect] [Construction Manager]** 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.

- H. Stored Materials: Include in Application for Payment amounts applied for materials or 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 invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit [**three**] <Insert number> signed and notarized original copies of each Application for Payment to [**Architect**] [**Construction Manager**] by a method ensuring receipt[**within 24 hours**]. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Sustainable design submittal for project materials cost data.
 4. Contractor's construction schedule (preliminary if not final).
 5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 6. Products list (preliminary if not final).
 7. Sustainable design action plans.
 8. Schedule of unit prices.
 9. Submittal schedule (preliminary if not final).
 10. List of Contractor's staff assignments.
 11. List of Contractor's principal consultants.
 12. Copies of building permits.
 13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 14. Initial progress report.
 15. Report of preconstruction conference.
 16. Certificates of insurance and insurance policies.
 17. Performance and payment bonds.
 18. Data needed to acquire Owner's insurance.
- M. 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.
- N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted 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 where 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 of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 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 elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

NOT FOR CONSTRUCTION

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

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 provisions for coordinating construction operations on the Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.

- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section “Closeout Procedures” for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, 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.

- B. 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 limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division 26 Section "Basic Materials and Methods, Electrical" for specific Coordination Drawing requirements for mechanical and electrical installations.

- 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 stand-ins in the absence of individuals assigned to the Project.

1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

- A. General: The Engineer/Architect will schedule and conduct meetings and conferences at the Project site unless otherwise indicated.

1. Attendees: Both Engineer/Architect and the Contractor will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
2. Agenda: Engineer/Architect will prepare the meeting agenda and distribute the agenda to all invited attendees.
3. Minutes: Engineer/Architect will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including the Owner, within 3 days of the meeting.

- B. Preconstruction Conference: Engineer/Architect to schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Contractor, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. 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.
 - l. 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: Engineer/Architect will conduct progress meetings at bimonthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Agenda: 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, in relation to the Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. 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: Engineer/Architect will 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 recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

NOT FOR CONSTRUCTION

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 ABANDONMENT, 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 these respects.
- B. Removals shown on drawings are a general 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 seal all existing and resultant penetrations and voids and perform surface refinishing as required.
- D. Each Contractor shall 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.
- F. 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 01 31 13

NOT FOR CONSTRUCTION

SECTION 01 31 20 – PAYROLL REPORTS

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 schedules and reports required for proper performance of the Work, including:
 - 1. State of Delaware Payroll Reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 01 Section "Project Meeting" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

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

1.4 PAYROLL REPORTS

- A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6960, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302-761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 20

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. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 1. Process designated submittals for the Project electronically through designated email system.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect/Engineer, and Owner, via email.
 - 1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.
 - 2. In the event of system malfunction, submittals shall be processed in accordance with the Architect/Engineer's instructions, until the system malfunction has been corrected.
 - 3. For this Project, process the following submittal types through the designated email system:
 - a. Product Data.
 - b. Shop Drawings.
 - c. Product Schedules.
 - d. Qualification Data.

- e. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
 - f. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
 - g. Research Reports.
 - h. Warranty (sample).
 - i. Design Data, including calculations.
 - j. Coordination Drawings.
 - k. Delegated-Design Services Certifications.
4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect/Engineer's office, Project site, etc.) as directed by the Architect/Engineer.
 - a. Architect/Engineer will identify delivery location(s) after receipt and review of Contractor's Submittal Schedule.

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals indicating scheduled date for each submission. Factor time required for review, ordering, manufacturing, fabrication, and delivery when establishing submission dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.
 1. Submit concurrently with the first complete submittal of Contractor's construction schedule.
 2. Format: Arrange the following information in a tabular format:
 - a. Specification Section number and title.
 - b. Submittal category: Action; informational.
 - c. Submittal type: Product Data, Shop Drawings, Samples, etc.
 - d. Description of the Work covered.
 - e. Scheduled date for first submittal.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: 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 require sequential activity.
 2. Where indicated, submit all submittal items required for each Specification Section concurrently.
 3. 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. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.
 - a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect/Engineer will furnish PDF version of sample form.
 2. Name submittal file as directed by Architect/Engineer.
 3. Transmit each submittal via email using subject line as directed by Architect/Engineer.
 4. Send submittal to designated Project-specific email address:
 - a. The project specific e-mail address will be provided at the pre-construction meeting.
 5. Contractor must have a color copier in order to use electronic submittals.
- D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.
 1. Note date and content of revision in label or title block and clearly indicate extent of revision.
 2. Resubmit submittals until they are marked with approval notation from Architect/Engineer.
 3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluation of certain resubmittals.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES, GENERAL

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

2.2 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/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
b. Contractor must have a color copier in order to use the electronic submittal process.

- B. Product Data: Collect information into a single 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 information, as applicable:

- a. Manufacturer's catalog cuts.
b. Statement of compliance with specified referenced standards.
c. Testing by recognized testing agency.

3. For equipment include the following in addition to the above, as applicable:

- a. Printed performance curves.
b. Clearance required to other construction, if not indicated on accompanying Shop Drawings.

- C. 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/Engineer'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.
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 Architect/Engineers 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 Documents. 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 statements 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: Submit 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 Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material 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 final location, 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 Project.
- 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 0 Section "Project Management and Coordination."

2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

- A. Submittals: Submit eight (8) copies of required submittals.
- B. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 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.
 - 4. Samples for initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or 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 repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will return one set.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- C. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Submit subcontract list in the following format:
 - a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.
- D. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
 1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.
 - a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- F. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.
 1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:
 - 1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.
 - 4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
 - 5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

3.3 REQUIRED SUBMITTALS

- A. See all Specific Specification sections

: END OF SECTION 01 33 00

CONTRACTOR: _____

SUBMITTAL DATE ____/____/____

Check following as applicable:

- First Submission
- Re-submission

ARCHITECT: Tetra Tech

PROJECT IDENTIFICATION

Architect's
Project No.: 200-26912-16003

Proj. Name: Matt Haley Culinary Arts Training Facility

Location: James T. Vaughn Correction Center - JTVCC

PRODUCT IDENTIFICATION

Specification Section No. _____

A/E Submittal No. _____

Name of Product: _____

Name of Manufacturer: _____

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE

Building
Name _____

(Room #) _____ (Room Name) _____

Contract Drawing No.: _____

DEVIATION FROM CONTRACT DOCUMENTS:

CONTRACTOR COMMENTS:

ARCHITECT/ENGINEER'S COMMENTS:

CONTRACTOR'S STAMP

CONTRACTOR'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY _____

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:

- Approved
- Approved As Noted
- Approved, Revise and Return Corrected Copies
- Rejected
- Incomplete, Submit Additional Information

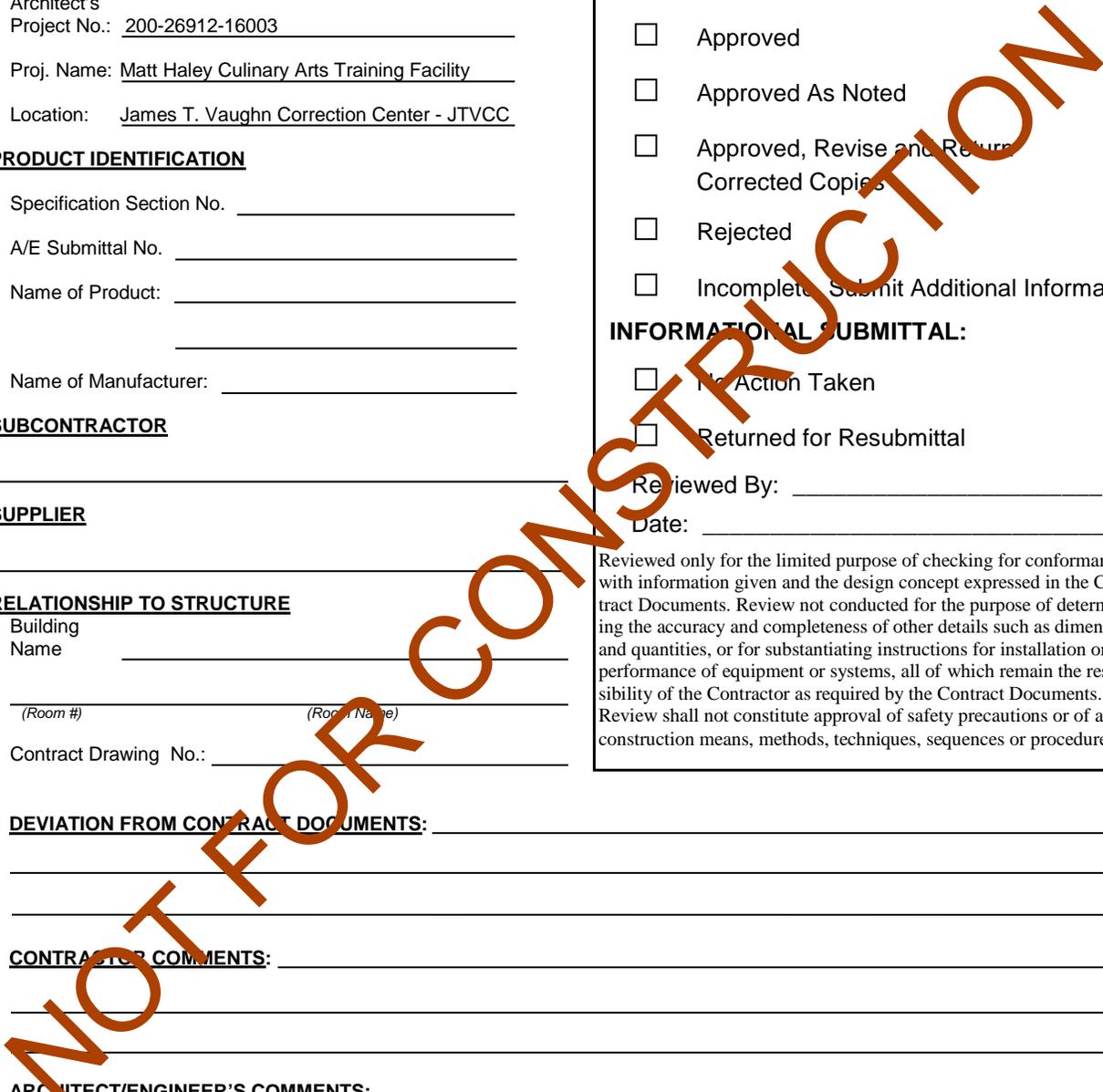
INFORMATIONAL SUBMITTAL:

- No Action Taken
- Returned for Resubmittal

Reviewed By: _____

Date: _____

Reviewed only for the limited purpose of checking for conformance 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 or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.



Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

Please be aware that Tetra Tech charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).

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.

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, 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 Client.

Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.

In addition, our internal individual Base Plans will not be released; we limit what the contractor can purchase to the actual individual contract drawings.

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.

NOT FOR CONSULTATION



Use and Indemnification Agreement

Re: Matt Haley Culinary Arts Training Facility - JTVCC

Tt Project No. 200-26912-16003

Whereas, _____ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers (hereinafter "Tetra Tech").

Whereas, Contractor further acknowledges all requests for electronic files require a pre-payment of \$100/file (Each individual drawing in the set of Contract Documents represents 1 file), regardless of the number of files requested, prior to receiving said files from Tetra Tech.

Now, therefore, Contractor hereby warrants and covenants that it will abide by the following provisions:

A. Indemnification

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers, directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose act any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.
2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. Use and Compatibility

1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.
2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.
3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.
4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

IN WITNESS WHEREOF:

Contractor: _____
 Signed name: _____
 Printed Name: _____
 Title: _____
 Date: _____



TETRA TECH

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

MATT HALEY CULINARY ARTS TRAINING FACILITY
JAMES T. VAUGHN CORRECTION CENTER

Project Number

200-26912-16003

Number of Drawing Files

(Each individual drawing in the set of Contract Documents represents 1 file)

List each Drawing # Requested

Contractor Signature _____

NOT FOR CONSTRUCTION

SECTION 01 35 53 - 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 Contractors, 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 prison 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 Facilities and Controls.

1.3 SECURITY PROGRAM

- A. Protect Work, existing premises and State of Delaware Office of Management & Budget (OMB) - Division of Facilities Management's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with State of Delaware OMB - Division of Facilities Management's existing security system at project mobilization.
- C. Maintain program throughout construction period until State of Delaware OMB - Division of Facilities 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.

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 worker 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 officer.
- C. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- D. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do 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 officer.
- F. In the event that construction requires disruption of plumbing, electrical power, etc., the facility's Maintenance Superintendent must 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 be 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 Superintendent 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.
- I. 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. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- D. Existing streets, pavements, lawns, curbs, and other finished surfaces disturbed 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 plastic tape and the existing trees, shrubbery, or fences where available.
- F. No dumping will be allowed on the project site. Trash, debris, 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 (employees, subcontractors, workmen, service men, manufacturer's representative, etc.)
1. Access to the DOC Facility will be through a Main (Visitor) Gate or a SallyPort, as directed by the facility. Each contractor 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 contractor.

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

2. Assigning 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 their lunch 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 facility until the end of their shift.
 - c. All workmen will be expected to submit to search of themselves, their tool boxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.
6. Prohibited Items
 - a. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1) Any intoxicating beverage.
 - 2) Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
 - 3) Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive 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 needle, syringe or article, instrument or substance specifically prohibited by the institution administration except as authorized.
7. Working Dress and Workmen

- a. Workmen will maintain proper attire while working at the institution.
 - 1) Short pants, open toed shoes, or bare chest are not permitted.
8. It is 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 be 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, onto the prison grounds or into the prison.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
16. The use of indecent, abusive or profane language is forbidden 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, or relative 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 Maintenance Superintendent.
19. Tool and Equipment Safety
 - a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - b. Tools: Maintain tools and related equipment (e.g., sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - c. Powder Actuated Tools: Comply with Owner's Manual, and Maintenance Superintendent directions for control of powder used and storage.
 - d. 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, pagers, 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, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
- B. Maintain unobstructed access to the following at all times: Fire hydrants, and fire alarm boxes.
- C. Immediately notify the Fire Department in the event of accidental damage to fire department facilities.
- D. Immediately restore damage facilities to original condition at no increase 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 held 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 level of workmanship in the trade. The successful bidder for this work shall be responsible for all damage 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 bidder 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 - NOT USED

PART 4 DAILY CONTRACTOR TOOL AND EQUIPMENT INVENTORY

4.1 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 daily 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 or she 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 this form, then the Department of Correction staff will hold the group of contractor employees in 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, pliers, wrenches, and screwdrivers), electrical tools (ex. measuring equipment, splicing equipment), power tools (ex. drills, saws, demolition equipment) and supplies (saw blades, drill bits, fasteners). 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 include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, 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 writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

NOT FOR CONSTRUCTION

SECTION 01 40 00 – QUALITY 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.

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. 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.
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 products 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 by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual 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 installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing 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:

- a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing 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 and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of 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 Owner.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 7 days in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. 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.
- E. Testing Agency Responsibilities: Cooperate with the Architect and the Contractor in 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.

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. Notify 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 mixes 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 activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

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 01 40 00

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 drinking-water facilities.
2. Ventilation.
3. Electric power service.

- C. Support facilities include, but are not limited to, the following:

1. Field offices.
2. Lifts and hoists.
3. Temporary stairs.
4. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities include, but are not limited to, the following:

1. Pest control.
2. Barricades, warning signs, and lights.

- E. Related Sections include the following:

1. Division 01 Section “Submittal Procedures” for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

- A. Temporary water and electric will be provided by the Owner.

1.4 QUALITY 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

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 701 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Electrical Outlet: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power 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

- A. Locate facilities where they will serve the Project adequately and result in minimum 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 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.

- 1. Provide rubber hoses as necessary to serve the Project site.
- 2. Where installations below an outlet might be damaged by spillage or leakage, 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 drinking 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 towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
- 2. Toilets: Use of the Owner's existing toilet 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's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Owner.

- D. Electric Distribution: Provide receptacle 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 safe length-voltage ratio.

- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary 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 01 50 00

NOT FOR CONSTRUCTION

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching:
 - 1. All cutting and patching shall be the responsibility of the Prime Contractor unless arranged otherwise.
- B. Related Sections include the following:
 - 1. Divisions 02 through 26 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 necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 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.
 - Operational Elements: Do not cut and patch operating elements and related components in a manner 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:
 - 1. Fire-suppression systems.
 - 2. Mechanical systems piping and ducts.
 - 3. Control systems.
 - 4. Communication systems.
 - 5. Electrical wiring systems.
- B. 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.

- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical, plumbing, 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 be 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 corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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 damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer, comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 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-plane 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 01 73 29

NOT FOR CONSTRUCTION

SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
1. Salvage
 2. Reuse
 3. Source-Separated CDL Recycling
 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
1. Acoustical ceiling tiles
 2. Asphalt
 3. Asphalt shingles
 4. Cardboard packaging
 5. Carpet and carpet pad
 6. Concrete
 7. Drywall
 8. Fluorescent lights and ballasts
 9. Land clearing debris (vegetation, stumpage, dirt)
 10. Metals
 11. Paint (through hazardous waste outlet)
 12. Wood
 13. Plastic film (sheeting, shrink wrap, packaging)
 14. Window glass
 15. Wood
 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.4 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

- B. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

A. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors

- e. Waste Management Coordinator
 - f. Other concerned parties.
2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.
- 1.5 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:
- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
 - B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
 - C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should include the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

END OF SECTION

NOT FOR CONSTRUCTION

| WASTE MANAGEMENT PROGRESS REPORT | | | | |
|--|--|---|---|--------|
| MATERIAL CATEGORY | DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL | DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE | | |
| | | Recycled | Salvaged | Reused |
| 1. Acoustical Ceiling Tiles | | | | |
| 2. Asphalt | | | | |
| 3. Asphalt Shingles | | | | |
| 4. Cardboard Packaging | | | | |
| 5. Carpet and Carpet Pad | | | | |
| 6. Concrete | | | | |
| 7. Drywall | | | | |
| 8. Fluorescent Lights and Ballasts | | | | |
| 9. Land Clearing Debris (vegetation, stumpage, dirt) | | | | |
| 10. Metals | | | | |
| 11. Paint (through hazardous waste outlets) | | | | |
| 12. Wood | | | | |
| 13. Plastic Film (sheeting, shrink wrap, packaging) | | | | |
| 14. Window Glass | | | | |
| 15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard) | | | | |
| 16. Other (insert description) | | | | |
| 17. Other (insert description) | | | | |
| Total (In Weight) | | (TOTAL OF ALL ABOVE VALUES – IN WEIGHT) | | |
| | | Percentage of Waste Diverted | (TOTAL WASTE DIVIDED BY TOTAL DIVERTED) | |

NOT FOR CONSTRUCTION

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract close-out, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Operation and maintenance manuals.
4. Warranties.
5. Instruction of the Owner's personnel.
6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. 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.
7. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise the Owner of changeover in heat and other utilities.
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/Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect/Engineer 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/Engineer 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 to Division 1 Section "Payment Procedures."
 2. Submit certified copy of the Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Architect/Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect/Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect/Engineer 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete 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/Engineer.

- 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 Documents for the Architect/Engineer's reference during normal working hours.
- B. Record Drawings:
 - 1. Maintain and submit one set of blue- or black-line white prints of Contract 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 documents (CADD drawings and specifications) with the as-built changes. All changes shall be clouded and tagged as "as-built" revisions. The drawings shall also have a new "as-built" date, format to be AutoCadd 2006 to 2010 format.
 - 3. Deliverables: Three (3) sets of bond prints, two final sets.
 - 4. Drawings that replace the original bid drawings shall be cross referenced to the original bid drawing files.
 - 5. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 6. Mark record sets with, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 7. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 8. 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 installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes 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 records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- 1.7 OPERATION AND MAINTENANCE MANUALS
- A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping 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/Engineer for designated portions 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 during 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 tabs 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 spine with the typed or printed title "WARRANTIES," Project name, and name of the Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **Cleaning Agents:** Use 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/Engineer 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 anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. 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.
 - l. 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 foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, 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 operated 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 fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. 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 CLOSEOUT DOCUMENTS

- A. Contractor’s Affidavit of Payment of Debts and Claims (AIA Document G706)
- B. Contractor’s Consent of Surety Company to Final Payment (AIA Document G707) (one copy)
- C. Contractor’s Affidavit of Release of Liens (AIA Document G706A) (one copy)
- D. Copy of Letter of Guarantee and Warranty Information (three copies)
- E. Balancing Reports
- F. Subcontractor’s Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)
- G. Operation and Maintenance Manuals
- H. Record Shop Drawings and Submittals
- I. As-built Drawings: All construction changes should be clouded and marked.
 1. Updated CAD files to reflect changes and as-built conditions; AutoCAD dwg file 2010 to 2014 format.
 2. Three (3) hard copies of As-builts
 3. Mylar prints of As-builts revised CAD file

- J. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue, Mr. William Kirby, 302-577-8259).
- K. Punch List Closeout Letter
- L. Electrical Inspection Certificate
- M. Bond Certification

END OF SECTION 01 77 00

NOT FOR CONSTRUCTION

SCHEDULE OF SPECIAL INSPECTIONS

P – Perform these Special Inspections tasks for each welded joint or member. (AISC 360 & AISC 341)

O – Observe these Special Inspections items on a random daily basis. Operations need not be delayed pending these inspections. (AISC 360 & AISC 341)

D – Document, with a report, that the work has been performed in accordance with the contract documents. (AISC 341)

C – Continuous Special Inspections is the constant monitoring of specific tasks by a special inspector. These inspections must be carried out continuously over the duration of the particular tasks. (IBC)

P – Periodic Special Inspections is Special Inspections by the special inspector who is intermittently present where the work to be inspected has been or is being performed. (IBC)

STRUCTURAL STEEL

| PRIOR TO WELDING (Table N5.4-1, AISC 360-10 & TABLE J6-1, AISC 341-10) | | | | |
|--|--|---------|---------|--|
| Required | Task | Perform | Observe | Description |
| ☒ | 1. Verify welding procedures (WPS) and consumable certificates | P | - | |
| ☒ | 2. Material identification (Type/Grade) | - | O | |
| ☒ | 3. Welder identification system | - | O | A system shall be maintained by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress dye type. |
| ☒ | 4. Fit-up groove welds (including joint geometry) | - | O | <ul style="list-style-type: none"> • Joint preparation • Dimensions (alignment, root opening, root face, bevel) • Cleanliness (condition of steel surfaces) • Tacking (tack weld quality and location) • Backing type and fit (if applicable) |
| ☒ | 5. Configuration and finish of access holes | - | O | |
| ☒ | 6. Fit-up of fillet welds | - | O | <ul style="list-style-type: none"> • Dimensions (alignment, gaps at root) • Cleanliness (condition of steel surfaces) • Tacking (tack weld quality and location) |

STRUCTURAL STEEL

| DURING WELDING (Table N5.4-2, AISC 360-10 & TABLE J6-2, AISC 341-10) | | | | |
|--|--|---------|---------|--|
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Use of qualified welders | - | 0 | |
| <input checked="" type="checkbox"/> | 2. Control and handling of welding consumables | - | 0 | <ul style="list-style-type: none"> • Packaging • Exposure control. |
| <input checked="" type="checkbox"/> | 3. No welding over cracked tack welds | - | 0 | |
| <input checked="" type="checkbox"/> | 4. Environmental conditions | - | 0 | <ul style="list-style-type: none"> • Wind speed within limits • Precipitation and temperature |
| <input checked="" type="checkbox"/> | 5. WPS followed | - | 0 | <ul style="list-style-type: none"> • Settings on welding equipment • Travel speed • Selected welding materials • Shielding gas type/flow rate • Preheat applied • Interpass temperature maintained (min./max.) • Proper position (F, V, H, OH) • Intermix of filler metals avoided unless approved |
| <input checked="" type="checkbox"/> | 6. Welding techniques | | 0 | <ul style="list-style-type: none"> • Interpass and final cleaning • Each pass within profile limitations • Each pass meets quality requirements |

NOT FOR CONSTRUCTION

STRUCTURAL STEEL

| AFTER WELDING (TABLE N5.4-3, AISC 360-10 & TABLE J6-3, AISC 341-10): | | | | |
|--|--|---------|---------|---|
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Welds cleaned | - | O | |
| <input checked="" type="checkbox"/> | 2. Size, length, and location of welds | P | - | |
| <input checked="" type="checkbox"/> | 3. Welds meet visual acceptance criteria | P | - | <ul style="list-style-type: none"> • Crack prohibition • Weld/base-metal fusion • Crater cross section • Weld profiles • Weld size • Undercut • Porosity |
| <input checked="" type="checkbox"/> | 4. Arc strikes | P | - | |
| <input checked="" type="checkbox"/> | 5. k-area | P | - | When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. of the weld. |
| <input checked="" type="checkbox"/> | 6. Backing removed and weld tabs removed (if required) | P | - | |
| <input checked="" type="checkbox"/> | 7. Backing removed, weld tabs removed and finished, and fillet welds added (if required) | P | - | |
| <input checked="" type="checkbox"/> | 8. Placement of reinforcing or contouring fillet welds (if required) | P | - | |
| <input checked="" type="checkbox"/> | 9. Repair activities | P | - | |
| <input checked="" type="checkbox"/> | 10. Document acceptance or rejection of welded joint/member | P | - | |

NOT FOR CONSTRUCTION

STRUCTURAL STEEL

| PRIOR TO BOLTING (TABLE N5.6-1, AISC 360-10 & TABLE J7-1, AISC 341-10): | | | | |
|---|---|---------|---------|-------------|
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Manufacture's certification available for fastener materials | P | - | |
| <input checked="" type="checkbox"/> | 2. Fasteners marked in accordance with ASTM requirements | - | O | |
| <input checked="" type="checkbox"/> | 3. Proper fasteners selected for joint detail (grade, type, bolt length if threads are to be excluded from shear plane) | - | O | |
| <input checked="" type="checkbox"/> | 4. Proper bolting procedure selected for joint detail | - | O | |
| <input checked="" type="checkbox"/> | 5. Connecting elements, including appropriate faying surface condition and hole preparation, if specified, meet applicable requirements | - | O | |
| <input checked="" type="checkbox"/> | 6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used | - | O | |
| <input checked="" type="checkbox"/> | 7. Proper storage provided for bolts, nuts, washers, and other fastener components | - | O | |

NOT FOR CONSTRUCTION

STRUCTURAL STEEL

| DURING BOLTING (TABLE N5.6-2, AISC 360-10 & TABLE J7-2, AISC 341-10): | | | | |
|--|---|---------|---------|--|
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Fastener assemblies of suitable condition, paced in all holes and washers (if required) are positioned as required | - | O | |
| <input checked="" type="checkbox"/> | 2. Joint brought to the snug-tight condition prior to pretensioning operations | - | O | |
| <input checked="" type="checkbox"/> | 3. Fastener component not turned by the wrench prevented from rotating | - | O | |
| <input type="checkbox"/> | 4. Fasteners are pretensioned in accordance with RCSC Specification, progressing systematically from the most rigid point toward the free edges | - | O | |
| AFTER BOLTING (TABLE N5.6-3, AISC 360-10 & TABLE J7-5, AISC 341-10): | | | | |
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | Document acceptance or rejection of bolted connections | P | - | |
| OTHER STEEL INSPECTIONS (SECTION N5.7, AISC 360-10): | | | | |
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Anchor rods and other embedments supporting structural steel | P | - | Verify the diameter, grade, type, and length of the anchor rod or embedded item, and the extent or depth of embedment prior to placement of concrete. |
| <input checked="" type="checkbox"/> | 2. Fabricated steel or erected steel frame | - | O | Verify compliance with the details shown on the construction documents, such as braces, stiffeners, member locations and proper application of joint details at each connection. |

NOT FOR CONSTRUCTION

STRUCTURAL STEEL

| OTHER STEEL INSPECTIONS (Tables J8-1 & J10-1, AISC 341-10): | | | | |
|---|--------------------------------|---------|---------|---|
| Required | Task | Perform | Observe | Description |
| <input checked="" type="checkbox"/> | 1. Reduced beam sections (RBS) | P | - | <ul style="list-style-type: none">• Contour and finish• Dimensional tolerances |
| <input type="checkbox"/> | 2. Protected zones | P | - | No holes or unapproved attachments made by fabricator or erector |
| <input type="checkbox"/> | 3. H-piles | P | - | No holes or unapproved attachments made by the responsible contractor |

NOT FOR CONSTRUCTION

STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL

| WELDING OF REINFORCING STEEL (IBC TABLE 1705.2.2): | | | | |
|---|--|------------|----------|--|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Verification of weldability | - | P | Verify weldability of reinforcing steel, other than ASTM A 706 based upon carbon equivalent and in accordance with AWS D1.4. |
| <input type="checkbox"/> | 2. Reinforcing steel resisting flexural and axial forces in intermediate or special moment frames, and boundary elements of special structural walls | C | - | Visually inspect all welds in accordance with AWS D1.4. |
| <input type="checkbox"/> | 3. Shear reinforcement | C | - | Visually inspect all welds in accordance with AWS D1.4. |
| <input type="checkbox"/> | 4. Other reinforcing steel | - | P | Visually inspect all welds in accordance with AWS D1.4. |

NOT FOR CONSTRUCTION

STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL

| COLD FORMED STEEL (IBC 1705.2.2, 1705.10, 1705.11): | | | | |
|--|--|------------|----------|--|
| Required | Task | Continuous | Periodic | Description |
| <input type="checkbox"/> | 1. Trusses spanning 60-feet or greater | - | P | Verify that temporary and permanent truss bracing is installed in accordance with approved truss package. |
| <input checked="" type="checkbox"/> | 2. Cold-formed steel light-frame construction welded connections (*, **) | - | P | Visually inspect all welds within the main wind force or seismic force resisting system in accordance with AWS D1.4. |
| <input checked="" type="checkbox"/> | 3. Cold-formed steel light-frame construction mechanical connections (*, **) | - | P | Visually inspect all screw attachment, bolting, anchoring and other fastening of components within the main wind force or seismic force resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold downs. |
| <input checked="" type="checkbox"/> | 4. Cold-formed steel connections (#) | - | P | Verify proper welding operations, screw attachment, bolting, anchoring and other fastening of components within the progressive collapse resisting system, including horizontal tie force elements, vertical tie force elements and bridging elements. |

NOT FOR CONSTRUCTION

CONCRETE CONSTRUCTION

| IBC TABLE 1705.3, 1705.12.1: | | | | |
|-------------------------------------|--|------------|----------|--|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Reinforcing steel, including prestressing tendons | - | P | Verify prior to placing concrete that reinforcing is of specified type, grade and size; that it is free of oil, dirt and rust; that it is located and spaced properly; that hooks, bends, ties, stirrups and supplemental reinforcement are placed correctly; that lap length, stagger and offsets are provided; and that all mechanical connections are installed per the manufacturer's instructions and/or evaluation report. |
| <input checked="" type="checkbox"/> | 2. Anchors cast in concrete | - | P | Verify prior to placing concrete that cast-in anchors have proper embedment, spacing and edge distance. |
| <input checked="" type="checkbox"/> | 3. Post-installed anchors or dowels | C | | Inspect all post-installed anchors/dowels as required by the approved ICC-ES report. |
| <input checked="" type="checkbox"/> | 4. Use of required mix design | - | P | Verify that all mixes used comply with the approved construction documents |
| <input checked="" type="checkbox"/> | 5. Concrete slump, air content, and temperature | C | - | At the time fresh concrete is sampled to fabricate specimens for strength test verify these tests are performed. |
| <input checked="" type="checkbox"/> | 6. Concrete & shotcrete placement | C | - | Verify proper application techniques are used during concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated. |
| <input checked="" type="checkbox"/> | 7. Curing temperature and techniques | - | P | Inspect curing , cold weather protection and hot weather protection procedures. |
| <input checked="" type="checkbox"/> | 8. Pre-stressed concrete | C | - | Verify application of prestressing forces and grouting of bonded prestressing tendons in the seismic force-resisting system. |

CONCRETE CONSTRUCTION

| IBC TABLE 1705.3, 1705.12.1: | | | | |
|-------------------------------------|--|------------|----------|---|
| Required | Task | Continuous | Periodic | Description |
| <input type="checkbox"/> | 9. Erection of precast concrete | - | P | Verify that all precast elements are lifted, assembled and braced in accordance with the approved construction documents. |
| <input checked="" type="checkbox"/> | 10. In-situ concrete strength verification | - | P | Prior to the removal of shores and forms or the stressing of post-tensioned tendons, verify that adequate strength has been achieved. |
| <input checked="" type="checkbox"/> | 11. Formwork | - | P | Inspect the forms to ensure that they are placed plumb and conform to the shapes, lines, and dimensions of the members as required by the approved construction documents. |
| <input type="checkbox"/> | 12. Reinforcement complying with ASTM A 615 in special moment frames, special structural walls and coupling beams (**) | - | - | Verify that ASTM A 615 reinforcing steel used in these areas complies with ACI 318: 21.1.5.2 by means of certified mill test reports. If this reinforcing steel is to be welded chemical tests shall be performed in accordance with ACI 318: 3.5.2. |
| <input type="checkbox"/> | 13. Reinforcement placement within progressive collapse resisting system (#) | C | - | Visual inspect reinforcing steel placement with a particular emphasis on reinforcing steel anchorages, laps and other details within the progressive collapse resisting system, including horizontal tie force elements, vertical tie force elements and bridging elements. |

NOT FOR CONSTRUCTION

MASONRY CONSTRUCTION – LEVEL B

| PRIOR TO CONSTRUCTION (SPEC ARTICLE 1.5, TMS-602/ACI 530.1-11): | | | | |
|--|---|------------|----------|--|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | Review material certificates, mix designs, test results and construction procedures | - | P | Verify that materials conform to the requirements of the approved construction documents. |
| AS CONSTRUCTION BEGINS (TABLE 1.19.2, TMS-402/ACI 530-11): | | | | |
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Proportions of site-prepared mortar | - | P | Verify that mortar is of the type and color specified on the construction documents, that it conforms to ASTM C 270, and that it is mixed in accordance with Article 2.6 A of TMS-602/ACI 530.1. |
| <input checked="" type="checkbox"/> | 2. Construction of mortar joints | - | P | Verify that mortar joints comply with Article 3.3 B of TMS-602/ACI 530.1. |
| <input type="checkbox"/> | 3. Grade and size of prestressing tendons and anchorages | - | P | Verify that prestressing tendons comply with Article 2.4 B of TMS-602/ACI 530.1 and that anchorages, couplers, and end blocks comply with Article 2.4 H. |
| <input checked="" type="checkbox"/> | 4. Location of reinforcement, connectors, and prestressing tendons and anchorages | - | P | Verify that reinforcement is placed in accordance with Article 3.4 of TMS-602/ACI 530.1. Prestressing tendons shall be placed per Article 3.6 A. |
| <input type="checkbox"/> | 5. Prestressing technique | - | P | Verify that prestressing technique complies with Article 3.6 B of TMS-602/ACI 530.1. |
| <input type="checkbox"/> | 6. Properties of thin bed mortar for AAC masonry | C | P | Verify that mortar complies with Article 2.1 C of TMS-602/ACI 530.1. Continuous inspection for the first 5000 square feet of wall and periodic for all following applications. |

NOT FOR CONSTRUCTION

MASONRY CONSTRUCTION – LEVEL B

| PRIOR TO GROUTING (TABLE 1.19.2, TMS-402/ACI 530-11): | | | | |
|---|---|------------|----------|--|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Grout space | - | P | Verify that grout space is free of mortar droppings, debris, loose aggregate, and other deleterious materials and that cleanouts are provided per Article 3.2 D and 3.2 F of TMS-602/ACI 530.1. |
| <input checked="" type="checkbox"/> | 2. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages | - | P | Verify that reinforcement, joint reinforcement, wall ties, anchor bolts and veneer anchors comply with the approved construction documents and Section 1.16 of TMS 402/ACI 530. |
| <input checked="" type="checkbox"/> | 3. Placement of reinforcement, connectors, and prestressing tendons and anchorages | - | P | Verify that reinforcement, joint reinforcement, wall ties, anchor bolts and veneer anchors are installed in accordance with the approved construction documents and Articles 3.2 E, 3.4, and 3.6 A of TMS 602/ACI 530.1. |
| <input type="checkbox"/> | 4. Proportions of site-prepared grout and prestressing grout for bonded tendons | - | P | Verify that grout is proportioned per ASTM C 476 and has a slump between 8-11 inches. Self-consolidated grout shall not be proportioned onsite. |
| <input checked="" type="checkbox"/> | 5. Construction of mortar joints | - | P | Verify that mortar joints are placed in accordance with Article 3.3 B of TMS 602/ACI 530.1. |

NOT FOR CONSTRUCTION

MASONRY CONSTRUCTION – LEVEL B

| DURING MASONRY CONSTRUCTION (TABLE 1.19.2, TMS-402/ACI 530-11): | | | | |
|---|---|------------|----------|---|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Size and location of structural elements | - | P | Verify the locations of structural elements with respect to the approved plans and confirm that tolerances meet the requirements of Article 3.3 F of TMS 602/ACI 530.1. |
| <input checked="" type="checkbox"/> | 2. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction. | - | P | Verify that correct anchorages and connections are provided per the approved plans and Sections 1.16.4.3 and 1.17.1 of TMS 402/ACI 530. |
| <input checked="" type="checkbox"/> | 3. Welding of reinforcement | C | - | Verify welded reinforcement meet the requirements of Section 2.1.7.7.2, 3.3.3.4(c), and 8.3.3.4(b) of TMS 402/ACI 530. |
| <input checked="" type="checkbox"/> | 4. Preparation, construction, and protection of masonry during cold weather (<40°F) or hot weather (>90°F). | - | P | Verify that cold-weather construction is performed in accordance with Article 1.8 C of TMS 602/ACI 530.1 and hot weather construction per Article 1.8 D of TMS 602/ACI 530.1. |
| <input type="checkbox"/> | 5. Application and measurement of prestressing force | C | - | Verify the proper prestressing force is applied per Article 3.6 B of TMS 602/ACI 530.1. |
| <input type="checkbox"/> | 6. Placement of grout and prestressing grout for bonded tendons is in compliance | C | - | Verify placement of grout is done in accordance with Article 3.5 of TMS 602/ACI 530.1 and placement of grout for bonded tendons is in accordance with Article 3.6 C of TMS 602/ACI 530.1. |
| <input type="checkbox"/> | 7. Placement of AAC masonry units and construction of thin-bed mortar joints | C | P | Verify that mortar is placed in accordance with Article 3.3 B.8 of TMS-602/ACI 530.1. Continuous inspection for the first 5000 square feet of wall and periodic for all following applications. |
| <input checked="" type="checkbox"/> | 8. Observation of grout specimens, mortar specimens, and/or prisms | - | P | Confirm that specimens/prisms are performed as required by Article 1.4 of TMS-602/ACI 530.1. |

NOT FOR CONSTRUCTION

MASONRY CONSTRUCTION – LEVEL B

| MINIMUM TESTING (TABLE 1.19.2, TMS-402/ACI 530-11): | | | | |
|---|---|------------|----------|---|
| Required | Task | Continuous | Periodic | Description |
| <input type="checkbox"/> | 1. Verification of Slump Flow and Visual Stability Index (VSI) for self-consolidating grout | - | - | Compressive strength tests should be performed in accordance with ASTM C 1019 for slump flow and ASTM C 1611 for VSI. |
| <input checked="" type="checkbox"/> | 2. Verification of f'm and f'AAC | - | - | Determine the compressive strength for each wythe by the "unit strength method" or by the "prism test method" as specified in Article 1.4 B of TMS 602/ACI 530.1 prior to construction. |

NOT FOR CONSTRUCTION

SOILS CONSTRUCTION

| IBC TABLE 1705.6 | | | | |
|-------------------------------------|---|------------|----------|---|
| Required | Task | Continuous | Periodic | Description |
| <input checked="" type="checkbox"/> | 1. Foundation bearing capacity | - | P | Verify the materials below foundations are adequate to achieve the design bearing capacity. |
| <input checked="" type="checkbox"/> | 2. Excavations | - | P | Verify the excavations are extended to the proper depth and have reached proper material. |
| <input checked="" type="checkbox"/> | 3. Perform classification and testing of compacted fill materials | - | P | |
| <input checked="" type="checkbox"/> | 4. Compacted fill material | C | - | Verify the use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill. |
| <input checked="" type="checkbox"/> | 5. Subgrade | - | P | Prior to placement of compacted fill, observe sub-grade and verify that site has been prepared properly. |

NOT FOR CONSTRUCTION

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 that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative 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 expectations 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.

1.4 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:
 - 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, to 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 biweekly basis.
 - 3. Integrate and coordinate commissioning process activities with construction schedule.
 - 4. Complete paper construction checklists as work is completed and provide to the Engineer on a weekly basis.
 - 5. Complete commissioning process test procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 91 13

NOT FOR CONSTRUCTION