



NEW CASTLE COUNTY VO-TECH SCHOOL DISTRICT

PAUL M. HODGSON
VOCATIONAL TECHNICAL HIGH SCHOOL
2575 Glasgow Avenue, Newark, DE 19702

PROJECT MANUAL

BID PACKAGE D.2 Main Entrance Work

OCTOBER 11, 2024

SECTION 00 01 07
SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

Civil Engineer
Landmark Science & Engineering
200 Continental Dr., Suite 400
Newark, DE 19713
(302) 323.9377



Architect
ABHA|BSA+A, LLC
1621 North Lincoln St.
Wilmington, DE 19801
(302) 658.6426
(302) 658.9300

END OF SECTION

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The following previously issued Bid Package documentation is included by reference:

- BPB Sitework and Utilities dated 25 May 23
Addendum #1 dated 1 Aug 23
Addendum #2 dated 7 Aug 23
Addendum #3 dated 10 Aug 23
- BPC Foundations and Structures 31 Aug 23
Addendum #1 dated 29 Sept 23
Addendum #2 dated 11 Oct 23
Addendum #3 dated 12 Oct 23
Addendum #4 dated 20 Oct 23
Addendum #5 dated 23 Oct 23
- BPD Building Envelop & Fit-Out dated 5 Dec 23
Addendum #1 dated 28 Dec 23
Addendum #2 dated 12 Jan 24
Addendum #3 dated 19 Jan 24
Addendum #4 dated 24 Jan 24
- BPD.1 Building Envelope & Fit-Out (re-bid) dated 11 March 24
Addendum #1 dated 5 April 24
Addendum #2 dated 11 April 24

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321313 Concrete Paving

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334100 Storm Utility Drainage Piping

END OF SECTION

SECTION 000115 - LIST OF DRAWINGS

All previously issued Bid Packages and Addendum are to be included by reference.

DRWG NO.	DRAWING NAME	BID PACKS	ISSUE DATE	LATEST REV. DATE
C453	Attachment A Sketch	D.2		
Civil				
C450	Commercial Entrance Plans	D.2	10/18/24	
C451	Commercial Entrance Plans	D.2	10/18/24	
C452	Commercial Entrance Plans	D.2	10/18/24	
C453	Commercial Entrance Plans	D.2	10/18/24	
C454	Commercial Entrance Plans	D.2	10/18/24	
C455	Commercial Entrance Plans	D.2	10/18/24	
C456	Commercial Entrance Plans	D.2	10/18/24	
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END OF SECTION

SECTION 001116 - INVITATION TO BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of New Castle County Vocational Technical School District Hodgson Vo-Tech High School Bid Package D.2 Main Entrance Work located in Wilmington, Delaware. Bids will be received at the office of **New Castle County Vo-Tech School District, 1417 Newport Road, Wilmington, DE 19804 until 3:00 local time on Wednesday, February 5, 2025**, at which time they will be publicly opened and read aloud. The outer envelope should clearly indicate: "NEW CASTLE COUNTY VOCATIONAL TECHNICAL SCHOOL DISTRICT - HODGSON VO-TECH HIGH SCHOOL- MAIN ENTRANCE WORK CONTRACT #D.2-39: SITEWORK, CONCRETE, AND PAVING SEALED BID-DO NOT OPEN." *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.*

Contract D.2-39: Sitework, Concrete, and Paving

This project is a pilot project authorized by SB 160, Section 34, in which seven percent (7%) of the contractors for the project are DBEs. Non-DBE contractors may achieve the seven percent (7%) by hiring DBE firms as subcontractors or having their subcontractors hire DBE firms. All DBE firms must be registered with either the Delaware Department of Transportation or the Delaware Office of Supplier Diversity. The percentage requirement and the registration requirements will remain in place for the length of the project.

The selected project, New Castle County Vocational Technical School District's Hodgson Vo-Tech, includes a cooperative program in which students from Vocational Technical schools will work on the project in compliance with 19 Del. C. ch. 5.

Bids will be evaluated based on a best value process that is described in the Instruction to Bidders.

Bidding Documents

1. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications, and addendums.
2. Documents, for review only, may be examined on or after Wednesday, December 11, 2024 on the State of Delaware Online Bid Solicitation Directory, <http://bids.delaware.gov>, or at the office of the Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801;.
3. Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from <http://bids.delaware.gov>, and submit to: planrequests@delaware.gov for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to Jackie McKee at jmckee@ediscompany.com. Your request should include the following information: your company name, contact name, email address, phone number, fax number, and postal mailing address.

Bid Security

A bid security in the amount of ten percent (10%) of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: New Castle County Vo-Tech School

District, 1417 Newport Road, Wilmington, DE 19804.

Pre-Bid Meeting

A NON-mandatory pre-bid meeting will be held on site at the EDiS Construction trailer located at 2575 Glasgow Avenue, Newark, DE 19702 on **Tuesday, January 14, 2025, at 2:00 PM local time**. Attendance is highly suggested but not mandatory.

Questions

Please contact EDiS Company, Kevin Lucas at klucas@ediscompany.com, and copy Jackie McKee at jmckee@ediscompany.com (302) 420-3083 with questions and RFI submissions. All bid questions must be submitted electronically. **All bid questions must be submitted by Tuesday, January 28, 2025.**

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

Prevailing Wage Rates

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

Drug Testing Requirements

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website: <http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

Craft Training for Public Works Procurement

In accordance with Delaware Code, Title 29, Chapter 69, Section 6962, requires: A public works contract must include a requirement that the contractor provide craft training for journeyman and apprentice levels if all of the following apply:

- A. The project requires prevailing wages and,
- B. The contractor or subcontractor employs 10 or more people and,
- C. It is not a federal highway project.

The craft training may be provided by any of the following:

- A. The contractor, or
- B. The subcontractor, or
- C. A program registered pursuant under Section 1101-4.0 of Title 19 of the Delaware Administrative Code.

Subsection 6902 defines "Craft Training" as "an apprenticeship program approved by and registered with any state apprenticeship agency or the United States Department of Labor. The Secretary of the Department of Labor shall maintain a list of crafts for which there are approved and registered training programs."

Delaware's Contractor Registration Act Is Effective July 1, 2021

<https://labor.delaware.gov/divisions/industrial-affairs/labor-law/contractor-registration-act/>

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days' notice by certified delivery, facsimile machine, or other electronic means to those bidders receiving plans.

END OF SECTION

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

- 1.0 This project is a pilot project authorized by SB 160, Section 34, in which seven (7) percent of the contractors for the project are DBEs. Non-DBE contractors may achieve the 7% by hiring DBE firms as subcontractors or having their subcontractors hire DBE firms. All DBE firms must be registered with either the Delaware Department of Transportation or the Delaware Office of Supplier Diversity. The percentage requirement and the registration requirements will remain in place for the length of the project.

The selected project, New Castle County Vocational Technical School District's Hodgson Vo-Tech, includes a cooperative program in which students from Vocational Technical schools will work on the project in compliance with Title 19, Chapter 5 of the Delaware Code. The wage rate has been established by the Office of Management and Budget (OMB) and the New Castle County Vocational Technical School District and shall appear in the project specifications. So that you are aware, this wage rate shall be recognized by the Delaware Department of Labor as "OMB Pilot Program Coop Student Rate" in lieu of a Prevailing Wage rate on the pilot project. This Student Rate is applicable to this pilot project only.

Bids will be evaluated based on a best value process that is described in Article 5 of these Instructions to Bidders.

Bidders should be aware that OMB is required to provide annual reports by January 1 to the Joint Committee on Capital Improvement that includes OMB's assessment of the pilot, including, but not limited to, employee hiring statistics, cost savings, project quality, worker safety, and the effectiveness of contracting disadvantaged businesses, including but not limited to, subcontractors. To that end, awarded contractors shall be required to provide reports to the Construction Managers for this project. The awarded contractors will be provided a report form to be completed quarterly over of the life of the project that includes: (i) number of DBEs; (ii) total amount paid to each DBE as of the date of reporting; (iii) confirmation that the DBE listed is still registered; and (iv) whether the DBE's work is completed or still in progress at the time of reporting.

1.1 DEFINITIONS

- 1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

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

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- 1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.
- 1.7 AGREEMENT: The form of the Agreement shall be AIA Document A132, Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition* where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, the General Requirements shall prevail.
- 1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency and instructions to bidders.
- 1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.
- 1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

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- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 DISADVANTAGED BUSINESS ENTERPRISE (DBE): A for-profit businesses in which at least 51 percent of the business is owned by one or more individuals who are both socially and economically disadvantaged; and whose daily operations are managed by one or more individuals who are both socially and economically disadvantaged.
- 1.24 BEST VALUE PROCESS: The bid evaluation process for this project, which will include the price and the percentage of DBEs identified in the bid. In addition, all bids are subject to an evaluation for responsiveness and responsibility.
- 1.25 CONSTRUCTION MANAGER: EDiS Company, who was hired by the New Castle County Vocational Technical School District for this project.
- 1.26 **CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.**

ARTICLE 2: BIDDER'S REPRESENTATION

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

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

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

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3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections, and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

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3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona

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fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add Alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid plus all add Alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn, or all Bids have been rejected.

- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

- 4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

- 4.3.1.1 For the purposes of this project, the Bidder shall also identify, on a separate form, those subcontractor, third-tier, or providers of material on the bidder's Subcontractor List,

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which, if any, are DBEs. To be able to calculate the percentage of DBE representation, the Bidder must identify all subcontractors, third-tier contractors or providers of material that will be hired for this project.

- 4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

- 4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

- 4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- 4.6.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, 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.

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- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

- 4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

- 4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

- 4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

- 4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

- 4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

- 4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

- 4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

- 4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

- 4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.9 MODIFICATION OR WITHDRAW OF BIDS

- 4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a

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modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.0 BEST VALUE PROCESS

Bidders shall provide their bids on the forms provided and shall indicate the percent of DBEs that the Bidder will be utilizing to complete the scope of work for the Prime Contract for which it is bidding. The DBE may be a subcontractor, a third-tier contractor, or a provider of material. The Winning Bidder may be expected to include students from the New Castle County Vocational Training School District as identified in the individual contract Scopes of Work.

The Best Value Process will evaluate the bids as a weighted average in the following manner:

1. The Bid Amount, including any Alternates that are expected to be awarded.
2. A discount on the Bidder's Bid Amount assigned based on the chart below based on the percentage of DBE firms being hired by Bidder.

Once calculated, the Lowest Adjusted Bid will be awarded to the Bidder that is also found to be responsive and responsible. For clarification, the discount will be used for evaluation purposes only. The contract award will be based on the amount the Bidder provided in its bidding package.

DISCOUNT FOR DBE% PARTICIPATION

0% = -2% discount
1% to 2% = -1.5% discount
>2% to 3% = -1% discount
>3% to 4% = 0% discount
>4% to 5% = 1% discount
>5% to 6% = 2% discount
>6% to <7% = 3% discount
7% = 4% discount
>7% to 20% = 5% discount on bid price
>20% to 30% = 6% discount on bid price
>30% to 40% = 7% discount on bid price
>40% to 50% = 8% discount on bid price
> 50% = 10% discount on bid price

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

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5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete, or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bids will be evaluated using the Best Value Process in Article 5.0. the result of such evaluations will be made available to the public. The evaluation of the Bids will be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of

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the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.

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- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date 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.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305-2020, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.

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7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132, Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*.

END OF SECTION

SECTION 003132 – GEOTECHNICAL DATA

1. GENERAL

A. Owner's Disclaimer

1. Site Information: Data on subsurface conditions are made available in the Bidding Documents as a convenience to Bidders and the Contractor. They are not intended as representations or warrants of continuity of such conditions between soil borings. It shall be expressly understood that the Owner will not be responsible for interpretations or conclusions drawn there from by the Contractor. Additional test borings and other exploratory operations may be made by the Contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect and Construction Manager.

B. SOIL BORING DATA

1. Boring logs and location plans are available for review at Construction Manager's office. All Contractors are strongly urged to review this information. The following Geotechnical Reports are attached following this page:
 - February 9, 2023, GTA Report of Final Geotechnical Exploration

END OF SECTION

GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND
ENVIRONMENTAL CONSULTANTS

A Practicing Geoprofessional Business Association Member Firm



February 9, 2023

New Castle County Vo-Tech School District
1703 School Lane
Wilmington, Delaware 19808

Attn: Mr. Al Schrum; Supervisor of Facilities and Special Projects

Re: Report of Final Geotechnical Exploration
NCCVT New Hodgson Vo-tech High School
New Castle County, Delaware

Dear Mr. Schrum:

In accordance with our agreements dated April 5, 2022, Geo-Technology Associates, Inc. (GTA) has performed a geotechnical exploration for the new NCCVT New Hodgson Vo-tech High School located in New Castle County, Delaware. The exploration consisted of performing Standard Penetration Test borings and Cone Penetration Test soundings across the site to evaluate the encountered materials for engineering properties. Final geotechnical recommendations regarding design and construction of the proposed buildings and pavements are included in this report. Recommendations related to the proposed stormwater management facilities will be provided under separate cover. GTA appreciates the opportunity to have been of assistance to you on this project. Should you have questions or require additional information, please contact our office at (302) 326-2100.

Sincerely,
GEO-TECHNOLOGY ASSOCIATES, INC.

Alison R. Schoch, P.E.
Senior Geotechnical Engineer

Meghan McDonough, P.E.
Principal

AJC/MM/mt
220791
Attachments

18 Boulden Circle, Suite 36, New Castle, Delaware 19720

(302) 326-2100

◆ Abingdon, MD ◆ Baltimore, MD ◆ Laurel, MD ◆ Frederick, MD ◆ Waldorf, MD ◆ New Castle, DE ◆ Georgetown, DE
◆ Somerset, NJ ◆ NYC Metro ◆ Pittsburgh Metro ◆ Quakertown, PA ◆ Scranton/Wilkes-Barre, PA ◆ York, PA
◆ Northeastern, OH ◆ Sterling, VA ◆ Nashville, TN ◆ Charlotte, NC ◆ Raleigh, NC ◆ Orlando, FL

Visit us on the web at www.gtaeng.com

REPORT OF FINAL GEOTECHNICAL EXPLORATION

NCCVT NEW HODGSON VO-TECH HIGH SCHOOL

New Castle County, Delaware

FEBRUARY 2023

Prepared For:

NEW CASTLE COUNTY VO-TECH SCHOOL DISTRICT
1703 School Lane
Wilmington, Delaware 19808

Attn: Mr. Al Schrum

Prepared By:

GEO-TECHNOLOGY ASSOCIATES, INC.
Geotechnical and Environmental Consultants
18 Boulden Circle, Suite 36
New Castle, Delaware 19720
(302) 326-2100

GTA Job No: 220791

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REPORT OF FINAL GEOTECHNICAL EXPLORATION

NCCVT NEW HODGSON VO-TECH HIGH SCHOOL NEW CASTLE COUNTY, DELAWARE FEBRUARY 2023

INTRODUCTION

This report presents the results of the geotechnical exploration performed for the New Hodgson Vo-tech High School, located in New Castle County, Delaware. GTA was provided with an untitled plan indicating the locations of existing and proposed site features, as well as existing grading, prepared by Landmark Science and Engineering.

In April 2022, Geo-Technology Associates, Inc. (GTA) was retained to perform a preliminary geotechnical exploration at the site. This exploration included 4 Standard Penetration Test (SPT) borings and 9 Cone Penetration Test (CPT) soundings across the site. The results of the preliminary exploration were summarized in our report dated June 2022. Following further site concept development, GTA was retained to perform additional SPT borings and CPT soundings in the vicinity of the proposed buildings as well as pavement cores near the existing entrance roadway to the school. Conclusions and recommendations regarding design and construction of the proposed buildings and infrastructure were derived from engineering analysis of fieldwork.

SITE CONDITIONS

The approximate 65.0± acre site is located at 2575 Glasgow Avenue in New Castle County, Delaware as shown on the *Site Location Map, Figure 1*, included in Appendix A. The site is located within the NCCVT New Hodgson Vo-tech High School and consists of a one-story building, athletic fields, open grass areas, parking lots, and drive aisles. The exploration areas were located within the existing athletic fields, open grass areas, and the east parking lot. The site is bound by Glasgow Avenue to the west, Summit Bridge Trail and an undeveloped wooded area to the north, Summit Bridge Road to the east and south.

The north half of the site is relatively flat, with existing grades ranging between approximate elevation (EL) 83 to EL 80, with isolated mounded areas within landscaped areas which grade as high as EL 86. Along the east side of the site, east of parking lot areas, the site grades range between

EL 74 to EL 73. In the south half of the site, existing grades in this area range between EL 84 to EL 73.

PROPOSED CONSTRUCTION

Proposed construction will consist of redeveloping the existing high school campus to include a new 2-story high school building as well as proposed parking lots and access drives, a field house building, athletic fields, and associated SWM facilities. The proposed building is to be located within an area of the site currently occupied by athletic fields and the proposed athletic facilities are located within an area of the existing building. At this time, there are five locations where SWM facilities are proposed throughout the campus. The results of infiltration testing have been provided under separate cover.

The 2-story high school will consist of masonry and steel-framing and will be constructed at-grade (i.e., no basement level is proposed). The finished floor elevation for the building is anticipated to be EL 84.0. Existing grades in the proposed building area range from EL 79 to EL 83, which will require fills of up to approximately 5 feet to achieve the proposed building pad subgrade elevation. For our analysis, we have assumed structural loads on the order of 3 to 5 kips per linear foot for walls and 100 to 150 kips for columns.

The athletic facilities will include an 11,000 square-foot field house and football stadium located north of the proposed school building. We have assumed structural loads for the field house will be on the order of 2 kips per linear foot for walls and 75 kips for columns and a finished floor elevation within 2 to 3 feet of current grades in this area. The proposed pavements will include access drives throughout the site to parking lots surrounding the school and nearby the athletic fields and football stadium. A loading area was noted near the northeast corner of the school.

SITE GEOLOGY

According to the *Geologic Map of New Castle County Delaware* (GM13, 2005), published by the Delaware Geological Survey, the site vicinity is situated in the Coastal Plain. Physiographic Province. The Coastal Plain is characterized by undifferentiated and interlayered sedimentary deposits derived from eroded rock formations to the north and west. Specifically, the site is mapped

as underlain by a 30-to-50-foot thickness of the Pleistocene Age Columbia Formation. The Pleistocene deposits generally consist of quartz sand and gravel, with lenses of silt and clay. Beneath the surficial sediments of the Columbia Formation, the geologic map indicates the soils of the Potomac Formation are present.

Groundwater mapping provided by the Delaware Geologic Information Resource (DGIR) indicate that groundwater levels at the site during wet seasonal conditions will be 9 to 16 feet below grade throughout the north and west most area of the site, with an area along the south half of the site with groundwater levels of 6 to 9 feet. During normal and dry seasonal conditions groundwater levels will be 9 to 16 feet throughout the majority of the site, with areas within the north side of the site with water levels between 16 and 20 feet deep.

SUBSURFACE EXPLORATION

The field exploration consisted of drilling Standard Penetration Test (SPT) borings and Cone Penetration Test (CPT) soundings throughout the site. Between December 19 and 21, 2022, GTA performed 12 SPT borings and 10 CPT soundings in the area of the proposed school. The SPT borings were performed to depths of 20 to 25 feet below grade. The CPT soundings were performed to depths ranging between approximately 12 to 36 feet below grade. In addition, 4 pavement cores were performed through the pavement section within the entrance area driveway to the existing school. The explorations were field located by GTA via hand-held GPS and measuring from existing site features, with the approximate locations indicated on *Figure 2: Exploration Location Plan*, included in Appendix B.

Standard Penetration Testing was performed in the boreholes, with nearly continuous sampling performed in the upper 10 feet of drilling and at 5-foot intervals thereafter. Standard Penetration Testing involves driving a 2-inch outside diameter (O.D.), 1 $\frac{3}{8}$ -inch inside diameter (I.D.) split-spoon sampler with a 140-pound hammer free-falling 30 inches. The number of blows required to drive the sampler was recorded in intervals of 6 inches. The total number of hammer blows required to drive the sampler from the 6- to 18-inch interval is the SPT N-value. Split spoon samples retrieved from the test borings were returned to GTA's laboratory for limited testing.

The CPT soundings were performed using a 20-ton, 15 cm² single-element cone capable of measuring pore pressures at the u₂ position. The soundings were performed by pushing an electronically instrumented cone shaped probe into the soil with the hydraulic system of a track-mounted reaction device. The cone is equipped with an instrumented tip and friction sleeve that measures tip resistance and soil-to-steel friction, respectively, as the cone is being pushed. In addition, the pore water pressure response to cone penetration is measured. Measurements of tip resistance, sleeve friction, and pore pressure were taken at approximately 1-inch depth intervals. This data was transmitted to recording devices at the ground surface. Graphical cone sounding logs were constructed to show the variations of tip resistance, local friction, friction ratio, and pore pressure with depth. These values can be correlated to soil strength, compressibility, and classification. The tip resistance profile graphically presents the relative strength of the soil strata. The friction ratio, the numerical ratio of the local friction to the tip resistance, was computed for each depth interval. This ratio is an indicator of the material type, i.e. sand, silt, or clay. The friction, friction ratio, and pore pressure profiles are used primarily to interpret soil type. Refer to the attached CPT sounding logs for detailed graphical interpretation of the subsurface conditions.

GTA performed 4 pavement cores within the driveway area near the entrance to the school to evaluate the pavement section. The following table indicates the pavement section thicknesses.

PAVEMENT CORE SECTION THICKNESSES

LOCATION	ASPHALT SURFACE COURSE	ASPHALT BASE COURSE	GRADED AGGREGATE
P-1	2 inches	4 ½ inches	1 inch
P-2	1 ½ inches	3 inches	2 inches
P-3	2 inches	3 inches	2 ¼ inches
P-4	1 ½ inches	3 inches	2 inches

It should be noted that an instrument survey for elevation or location was not performed and the elevations indicated on the logs were interpolated from the site topography indicated on the referenced plan. Therefore, it should be understood that all elevations, as well as transitions in soil strata indicated on the logs are approximate.

SUBSURFACE CONDITIONS

Beneath a layer of topsoil, the subsurface conditions at the site can generally be described as a layer of fill underlain by natural soils consistent with the Columbia Formation descriptions to the completion depths of the explorations. Topsoil measured 3 to 12 inches at the ground surface. Fill material was observed in Borings B-5, B-7, B-8, B-10, B-13, B-14, and B-15 to depths of 2 to 4 feet and was likely placed during previous site development. The fill material consisted of sandy silt material with varying amounts of gravel. Beneath the fill, the natural soils generally consisted of fine-grained soils underlain by granular soils to the extent of the explorations. The fine-grained soils consisted of lean clay and silt with varying amounts of sand and gravel. The granular soils consisted of silty sand, clayey sand, and poorly-graded sand with silt. In locations B-5, B-7, and B-14, a layer of fine-grained soils was interlayered within the sand stratum.

Uncorrected SPT N-values for the encountered fine-grained soils ranged from 3 to 16 blows per foot (bpf), averaging 7 bpf, indicating these soils range from soft to stiff, and are generally medium stiff. Uncorrected SPT N-values for the coarse-grained soils ranged from 3 to 19 bpf, averaging 9 bpf, indicating these soils range from very loose to medium dense, and are generally loose to medium dense.

Cone tip resistances in the CPT logs were variable across the site. The surface fine-grained materials generally had cone tip resistances of up to approximately 50 tons per square foot (tsf) indicating soft to medium stiff materials to depths ranging between 2 to 12 feet below grade. The granular soils in the upper approximately 30 feet of generally ranged from 50 to 100 tsf, indicating medium dense or denser soils. Isolated areas throughout the sand stratum were greater than 100 tsf indicating dense soils. Based on the seismic CPT data and the site geologic profile, average shear wave velocities of more than 400 feet per second and less than 1,200 feet per second are estimated for the upper 100 feet of materials at the site. Accordingly, the site can be assigned to Site Class D – Stiff Soil Profile.

Groundwater was observed in the borings during drilling at depths ranging between approximately 8 and 15 feet below existing grades, corresponding to approximate EL 64 to EL 73. Following completion of drilling, water levels through the augers were observed to range between

approximately 7 to 20 feet below grade, corresponding to approximate EL 61 to EL 74. The boreholes were backfilled upon completion and therefore, 24-hour water level readings were not determined. In the CPT soundings, groundwater levels were observed at depths ranging from approximately 5½ to 16½ feet below grade, corresponding to approximate EL 59 to 72. The groundwater table will fluctuate several feet due to variations in precipitation and surface runoff.

LABORATORY ANALYSES

Selected samples obtained from the borings were tested for grain size analysis, Atterberg Limits, and natural moisture contents. The testing was performed to determine the Unified Soil Classification System (USCS) designation for the soil. The USCS classifications provide information regarding soil-engineering behavior. In addition, one Standard Proctor test was done to determine the moisture-density relationship of potential structural fill material. The results of the testing are summarized in the table below and in *Appendix C*.

SUMMARY OF LABORATORY TESTING

LOCATION	DEPTH (ft)	USCS CLASSIFICATION	NMC (%)	% <200 Sieve	LL (%)	PI (%)
B-15	4.0 – 6.0	Clayey SAND (SC)	15.0	45.2	29	12
B-22	2.0 – 4.0	Clayey SAND (SC)	15.0	26.1	32	12
SWM-5	0.0 – 5.0	Lean CLAY with Sand (CL)	18.2	83.6	29	10

Note: LL=Liquid Limit; PI=Plastic Index; NMC=Natural Moisture Content

CONCLUSIONS AND RECOMMENDATIONS

Based upon the results of this exploration, it is our opinion that the proposed construction is generally feasible, given that the geotechnical recommendations are followed, and that the standard level of care is maintained during construction. The potential geotechnical issues related to site development will be demolition of existing site features and impact on new construction, moisture sensitive fine-grained soils, existing fill and obstructions, and perched water. A discussion of these issues, as well as general foundation design parameters, are included in the following paragraphs.

Demolition and Earthwork Considerations

As previously mentioned, the location of the proposed building is currently occupied by the

football field, track, and other existing athletic facility features. The existing building and pavements are located where proposed athletic facility construction is proposed. Therefore, redevelopment will include demolition of the existing structures including the existing school building, pavement and sidewalk areas, track, several football stadium structures and bleachers, various fences throughout the site, and existing utilities.

Pavements will require removal and replacement or retrofit to accompany the new construction. Asphalt millings should be segregated from the graded-aggregate base course, and should not be used as structural fill. Graded aggregate base course (GABC) can be removed and stockpiled for future use. The GABC can remain in-place in proposed parking and drive areas. GTA recommends the complete removal of all obstructions, foundations/slabs, and retaining walls from the proposed construction area. Alternately, these elements can remain in place if they are at least 20 feet from any proposed structure and removed to a minimum depth of 2 feet below final grading, provided their location does not conflict with utility installation, foundation construction or retaining wall construction. This will need to be further evaluated as design progresses.

GTA recommends that the existing utilities be removed and/or relocated to areas outside of the planned construction zone. The base of all excavations resulting from the removal of existing features and utilities, if situated below the proposed finished floor elevation, should be evaluated by the representative of the Geotechnical Engineer of Record to confirm stabilization prior to backfilling. Following confirmation of a stable subgrade, the excavations should be backfilled as specified in the *Site Grading* section of this report.

A portable crushing plant capable of handling a variety of materials of non-uniform size or composition will be required to process the building materials for re-use as structural fill. Metal and waste materials must be detected and removed at the start of processing by manual or magnetic separation. If the concrete contains steel reinforcement it will be necessary to remove this reinforcement. All reinforcing steel should be removed from the salvaged concrete either before or during the crushing operation. Any reinforcing steel not removed previously must be separated from the recycled concrete after it is processed through the primary crusher.

The recycling of the building rubble waste consists of concrete, asphalt, wood, fixtures, rebar, metals, drywall, roofing, and other materials. Appropriately labeled cans should be provided by the demolition contractor for the various materials. The concrete, masonry, brick and rebar shall be segregated and stockpiled separately. Proper separation of unsuitable materials from the crushed aggregate feedstock is important. We recommend that the feedstock slabs be processed to slabs measuring no more than 4 feet by 4 feet.

The recycled concrete aggregate shall consist of Portland Cement Concrete or other concrete containing pozzolanic binder material from only on-site sources. The recycled concrete material shall be free of reinforcing steel, expansion material, gypsum, organic substances (wood, textile fabric, paper, joint sealants, paints, etc.), chlorides, and glass. The recycled concrete aggregate for re-use as structural fill should consist of at least 70 percent, by weight, Portland cement concrete, with the following materials making up the remaining 30 percent; wood shall be no more than 0.1 percent maximum, and brick, glass, concrete masonry units, on-site soils, or other friable materials shall be no more than 29.9 percent maximum.

The percentage of wood, brick, glass, concrete masonry units, on-site soils, and other friable materials shall be determined by weighing that material retained on the No. 4 sieve, and dividing by the total weight of recycled concrete aggregate material retained on the No. 4 sieve. Fine aggregate passing the No. 4 (4.75-mm) sieve shall consist of fines from the operation of crushing the recycled concrete aggregate. The processed materials should have a unit weight of at least 110 pounds per cubic foot.

Recycled concrete aggregate samples for preliminary testing shall be furnished by the Contractor prior to the start of backfill. Samples of recycled concrete aggregate shall be furnished by the Contractor at the start of production and at intervals during production. The sampling points and intervals will be designated by the Engineer. The samples will be the basis of approval of specific lots of recycled concrete aggregate for the quality requirements.

Additionally, if any foundations fall within a sloped excavation, the foundation bearing level be lowered below the excavation support grade or supported on compacted structural fill after

completion of the foundation walls.

Site Preparation

Concluding demolition and after removal of the bituminous concrete, site preparation should include the stripping of all vegetation and other deleterious material from within and a minimum of 10 feet beyond the proposed construction limits following demolition. Topsoil thicknesses ranged between 3 and 12 inches; however actual stripping thickness will be dependent on localized topsoil development, precipitation, soil moisture, construction traffic disturbance and contractor care. The topsoil may be stockpiled for future use in landscaped areas but would not be suitable for reuse in structural areas.

Existing fill was encountered within the upper 2 to 4 feet of the ground surface. The fill materials primarily consisted of medium stiff to very stiff fine-grained materials or loose to medium dense granular materials. Fill containing organic material may not be used in structural areas and should be removed if encountered during construction. Based on the proposed finished floor elevation of 84.0 feet, fills on the order of 1 to 5 feet will be required in the building pad area. We recommend that GTA further evaluate the fill at the time of construction to determine its suitability to remain in-place for support of proposed structures. The further evaluation should consist of at a minimum the excavation of test pits, proof-rolling with a loaded tri-axle dump truck, and/or performing in-place density testing. If unsuitable conditions are encountered, they can be undercut and replaced with structural fill in accordance with the *Site Grading* section of this report. Alternatively, under suitable weather conditions, soft/loose or unstable areas which are the result of excessive moisture can be aerated, dried in-place, and recompacted. The lateral extent, depth, and method of stabilization will be dependent on actual site conditions and should be determined at the time of construction by a representative of the Geotechnical Engineer of Record.

Site Grading

Upon satisfactory evaluation of the subgrade, structural fill should be placed in lifts and compacted in accordance with the specifications included in this report. Fill materials will typically need to be within 2 to 3 percentage points of the optimum moisture content before compactive effort is applied. Moisture conditioning of the soils should be anticipated in order to obtain the

recommended degree of compaction and to provide stable subgrades. Excavated soil materials will generally need to be within 2 to 3 percentage points of the optimum moisture content before compactive effort is applied. Moisture contents for the fine-grained soils in the upper 6 feet of the surface ranged from 13 to 20 percent moisture compared to optimum moisture contents in the 14 to 16 percent range. Moisture contents for the granular materials ranged from 6 to 13 percent moisture. The contractor should be prepared to moisture condition soils by discing and aerating, or cutting and blending the on-site soils with imported cohesionless granular materials that are dry of optimum if the moisture content of the excavated soils for re-use as structural fill is above the working range of optimum for compaction.

We recommend that positive drainage be maintained across the site during construction to minimize ponding of water, since the exposed subgrades could destabilize in combination with construction traffic and precipitation. Furthermore, heavy construction traffic should generally be run on designated haul roads during periods of wet weather to reduce the potential for destabilization of more subgrade areas than necessary. If the subgrade is disturbed by construction traffic and becomes unstable, undercutting and replacement of these surficial materials will likely be required.

Based on the proposed finished floor elevation of EL 84.0 for the school building pad, it is anticipated that fills on the order of 1 to 5 feet will be required in the building area. The available “cut” material from the proposed SWM areas consisted of primarily of fine-grained soils at the surface with some granular soils at deeper depths. These materials may be suitable for re-use as structural fill if they are at a moisture content at which compaction can be achieved. It should be anticipated that moisture the moisture content of the potential fill will be wetter than the optimum and some drying may be required. Proper moisture-conditioning of these soils require time and warm, dry weather. The shallow fine-grained soils are susceptible to moisture-related compaction problems and as such are considered less desirable for reuse as controlled compacted fill compared with granular materials. It should be noted that even if the soils are successfully compacted to the required densities, they can easily become unstable from excess moisture and construction equipment traffic and subsequent over-excavation of unstable soils should be expected.

If sufficient quantities of suitable on-site soils are not available for structural fill, imported borrow consisting of predominantly granular soils conforming to the requirements of DelDOT Standard Specifications Borrow Type C (Backfill) should be utilized. Other granular sources will be considered provided they are within working range of optimum moisture content for compaction at the point of placement.

Structural fill should meet USCS designation CL, ML, SM, SC, GP-GM, GM, or GW-GM and be approved by the Geotechnical Engineer prior to use. All structural fill should be constructed in maximum 8-inch thick, loose lifts and be compacted to the following specifications:

COMPACTION SPECIFICATIONS

Structure / Fill Location	Compaction / Moisture Specification
Below foundations, floor slabs, and within wall backfill or slopes steeper than 5H:1V	95 percent of ASTM D698 Moisture: $\pm 3\%$ of optimum
Top 1-foot of pavement subgrade	98 percent of ASTM D698 Moisture: $\pm 2\%$ of optimum
Fills below 1-foot of pavement subgrade	95 percent of ASTM D698 Moisture: $\pm 3\%$ of optimum

Backfill placed in confined areas, such as foundation and utility excavations, should be spread in thinner layers and compacted to the same degree using manually operated compaction equipment.

All compactive effort should be verified by in-place density testing by a representative of GTA. The 2018/2021 IBC requires that fill subgrades and each lift of fill be observed and tested.

Foundations

The proposed school and field house buildings may be supported on shallow spread footings designed for a maximum net allowable bearing pressure of 3,000 pounds per square foot (psf). Minimum widths for wall footings of 24 inches and column footings of 36 inches are recommended when design based on 3,000 psf results in a narrower footing. For the school building, settlement on

the order of 1-inch total and ½-inch differential can be anticipated, based on the assumed loads of 3 to 5 kips per linear foot for walls and maximum column loads of 100 to 150 kips. For the field house, settlement on the order of ¾-inch total and ½ inch differential can be anticipated, based on the assumed loads of 2 kips per linear foot for walls and 75 kips for columns. Exterior footings should be founded a minimum of 32 inches below the final exterior grades to provide protection from frost action.

Footings should be supported on new compacted structural fill or medium dense/stiff natural soils. If loose or soft natural soils or undocumented, uncontrolled fill are encountered at the footing subgrade elevation, these soils should be undercut to suitable materials. The undercut volume should be backfilled with compacted structural fill, AASHTO No. 57 aggregate, or additional concrete. The aggregate should be placed in 1- to 2-foot-thick layers and be tamped with the equipment bucket with the last lift compacted with a small walk behind vibratory roller or large vibra-plate. GTA recommends that footing excavations be filled with concrete the same day the excavations are performed to prevent destabilization and softening of the subgrade soils.

Detailed foundation excavation evaluations should be performed in each footing excavation prior to the placement of crushed stone, reinforcing steel, or concrete. These evaluations should be performed by a representative of the registered Geotechnical Engineer to confirm that the design allowable soil bearing pressure is available. The foundation bearing surface evaluations should be performed using a combination of visual observation, hand-rod probing, comparison with the borings, and Dynamic Cone Penetrometer (DCP) testing, as applicable.

Seismic Information

Based on the SPT data, and the site geologic profile, the site should be assigned to Site Class D, in accordance with *Chapter 20 of the American Society of Civil Engineers (ASCE) Standard 7-20 Minimum Design Loads for Buildings and Other Structures* and *2018/2021 International Building Code*. This categorization is based on the near surface test boring results, general geologic information for the region, and the information contained in the standard.

Floor Slabs

Where floor slab loads are 100 psf or less, the floor slab can be designed as a concrete slab

on-grade using a design modulus of subgrade reaction (k) of 175 pounds per cubic inch (pci). GTA recommends that the concrete floor slabs supported on grade be founded on a 6-inch (minimum) thickness coarse granular layer. A vapor retarder should be used in occupied spaces with moisture sensitive floor finished to interrupt the rise of capillary moisture through the slab. Crushed stone or washed gravel meeting the gradation of AASHTO Size No. 57 or dense-graded aggregate can be used for the granular layer. The slabs may bear on footing projections; however, they should be jointed so that the foundations can settle without affecting the slab.

Utility and footing backfill below floor slabs should meet the compaction requirements specified herein. Open trenches should be backfilled at the end of the day with suitable structural fill, and trenches should not remain open to the elements or instability will occur. Construction activities and exposure to weather often cause deterioration of slab subgrades. The plumbing, masonry, and foundation subcontractors should exercise care prior to floor slab preparation to limit disturbance to exposed subgrades turned over to the general contractor by the earthwork contractor. It will be each subcontractors responsible to “dress” their work area and fine-grade upon completion of each’s day work. Each subcontractor will be responsible for returning the slab subgrade to the approved, stable condition it was prior to the start of their work.

We recommend that the slab subgrade soils be evaluated by a representative of the Geotechnical Engineer immediately prior to stone and concrete placement. This evaluation may include a combination of visual observations, hand-rod probing, and field density tests to verify that the subgrade soils have been prepared properly. It is unlikely that proofrolling will be possible across the majority of the pad due to plumbing stick-ups and interior bearing walls, therefore observation will be mostly visual methods. If soft or loose soils, ice, or muddy conditions are encountered, recommendations for remedial measures should be provided by the Geotechnical Engineer at the time construction is performed prior to placement of stone.

Utility and footing backfill below floor slabs should meet the compaction requirements specified herein. Depending on depth of trench and bedding and cover over pipe, light weight hand operated compaction equipment may need to be utilized. Lifts within these trenches should not exceed 6-inch loose thickness.

Subsurface Utilities

The natural soils are considered suitable for support of the subsurface utilities. However, if loose/soft soils are encountered, it may be necessary to undercut the subgrade and provide a minimum 6-inch-thick granular bedding to provide uniform support, as dictated by site conditions. Backfill for the new structures should be free of organic material, rubble, and other deleterious materials. New subsurface utilities that run parallel to foundations should be set so that they fall outside of the zone of influence of the foundations (1H:1V) and conform to the plumbing code specifications.

Water was encountered at depths ranging from approximately 8 to 17 feet below existing grades within the explorations and is not anticipated to impact construction of shallower utilities. However, seepage may impact utility construction especially during the wet season or periods of prolonged precipitation. Problems associated with seepage into the excavation include loss of stability, sidewall collapse, and sloughing of soils. These problems can be reduced through the use of dewatering techniques. Dewatering through the use of “sump and pump” techniques may be required in some areas to remove perched or trapped water seepage.

All construction excavations should be sloped and shored in accordance with OSHA excavation regulations or stricter local governing safety codes. It is our opinion that the undisturbed natural soils would generally be classified as “Type C” soils under the OSHA excavation regulations. Significantly flatter excavation side-slopes will be required where groundwater seepage occurs. Utility pipe systems below pavement and other structural areas should be backfilled using controlled fill compacted in accordance with the *Site Grading* section of this report.

Pavements

GTA recommends that the upper 12 to 18 inches of roadway subgrade be constructed with the following characteristics if possible:

PAVEMENT SUBGRADE SPECIFICATIONS

Liquid Limit	35 percent or less

Plasticity Index	15 percent or less
Maximum Dry Density	110 pcf or greater
California Bearing Ratio	5 or greater

The fine-grained surface soils and on-site material to be used for fill are relatively weak and some of the materials are not expected to be suitable as pavement subgrade. Therefore, all pavement subgrade areas should be proof-rolled and evaluated for stability and to determine if they meet the specifications above. Soils that are unstable or unsuitable, will need to be stabilized for pavement support. Soils can be selectively excavated, and the resultant excavations backfilled with controlled, compacted fill or reworked, dried, and recompacted.

Prepared subgrades soils may become disturbed and softened from excess moisture and construction equipment traffic. Contractors should anticipate that remedial work could be required to achieve a stable subgrade prior to paving, even if the subgrade soils had previously been compacted to the required densities. Prudent planning and earthwork procedures will reduce the potential necessity for remedial work.

Heavy construction traffic should not be allowed on partial pavement sections since such traffic can damage the pavement. The paving contractor should be advised that they must control construction traffic to limit disturbance of previously approved subgrade, stone base course, or completed asphalt. Some patching and repair may be necessary prior to placement of the final wearing surface layer of asphalt due to construction traffic.

Proper drainage will be an important consideration for the overall performance of the pavement. Proper grading should be provided for suitable runoff from the pavement surface and beyond the limits of the paved areas. Underdrains should be considered to extend the life of the bituminous concrete pavements.

ADDITIONAL SERVICES

We recommend that during final design and construction of the subject project, a geotechnical engineer be retained to provide services for the following items.

- Perform supplemental testing including infiltration testing to confirm with local, and state regulations.
- Review final site, structural plans, and specifications to evaluate if they conform with the intent of this report.
- Review excavated footings for compliance with the project drawings and the intent of this geotechnical report.
- Provide observation and testing services during wall construction to evaluate if the earthwork is being performed in accordance with the intent of this report and project plans and specifications.
- Provide other Special Inspections as required by the project specifications and the New Castle County Department of Land Use.

LIMITATIONS

This report, including all supporting exploration logs, field data, field notes, calculations, estimates and other documents prepared by GTA in connection with this Project have been prepared for the exclusive use of New Castle County Vo-tech School District (Client) pursuant to agreements between GTA and Client in accordance with generally accepted engineering practice. All terms and conditions set forth in the Agreement and the General Provisions attached thereto are incorporated herein by reference. No warranty, express or implied, is made herein. Use and reproduction of this report by any other person without the expressed written permission of GTA and Client is unauthorized and such use is at the sole risk of the user.

The analysis and recommendations contained in this report are based on the data obtained from limited observation and testing of the encountered materials. Explorations indicate soil conditions only at specific locations and times, and only at the depths penetrated. They do not necessarily reflect strata or variations that may exist between test boring locations. Consequently, the analysis and recommendations must be considered preliminary until the subsurface conditions can be verified by direct observation at the time of construction. If variations of subsurface conditions from those described in this report are noted during construction, recommendations in this report may need to be re-evaluated.

In the event that any changes in the nature, design, or location of the facilities are planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and conclusions of this report are verified in writing. Geo-Technology Associates, Inc. is not responsible for any claims, damages, or liability associated with interpretation of subsurface data or reuse of the subsurface data or engineering analysis without the expressed written authorization of Geo-Technology Associates, Inc.

The scope of our services for this geotechnical exploration did not include any environmental assessment or investigation for the presence or absence of wetlands, or hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around this site. Any statements in this report or on the logs regarding odors or unusual or suspicious items or conditions observed are strictly for the information of our Client.

This report and the attached logs are instruments of service. The subject matter of this report is limited to the facts and matters stated herein. Absence of a reference to any other conditions or subject matter shall not be construed by the reader to imply approval by the writer.

220791

GEO-TECHNOLOGY ASSOCIATES, INC.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



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APPENDIX A



Notes:

- 1) Base map obtained from Google Earth Imagery, Inc. from June 24, 2022.
- 2) Site Location Map should be reviewed in conjunction with GTA Report NCCVT New Hodgson Vo-tech High School, Job No. 220791



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SITE LOCATION MAP

NCCVT NEW HODGSON VO-TECH
 HIGH SCHOOL

NEW CASTLE COUNTY, DELAWARE

SCALE
 NTS

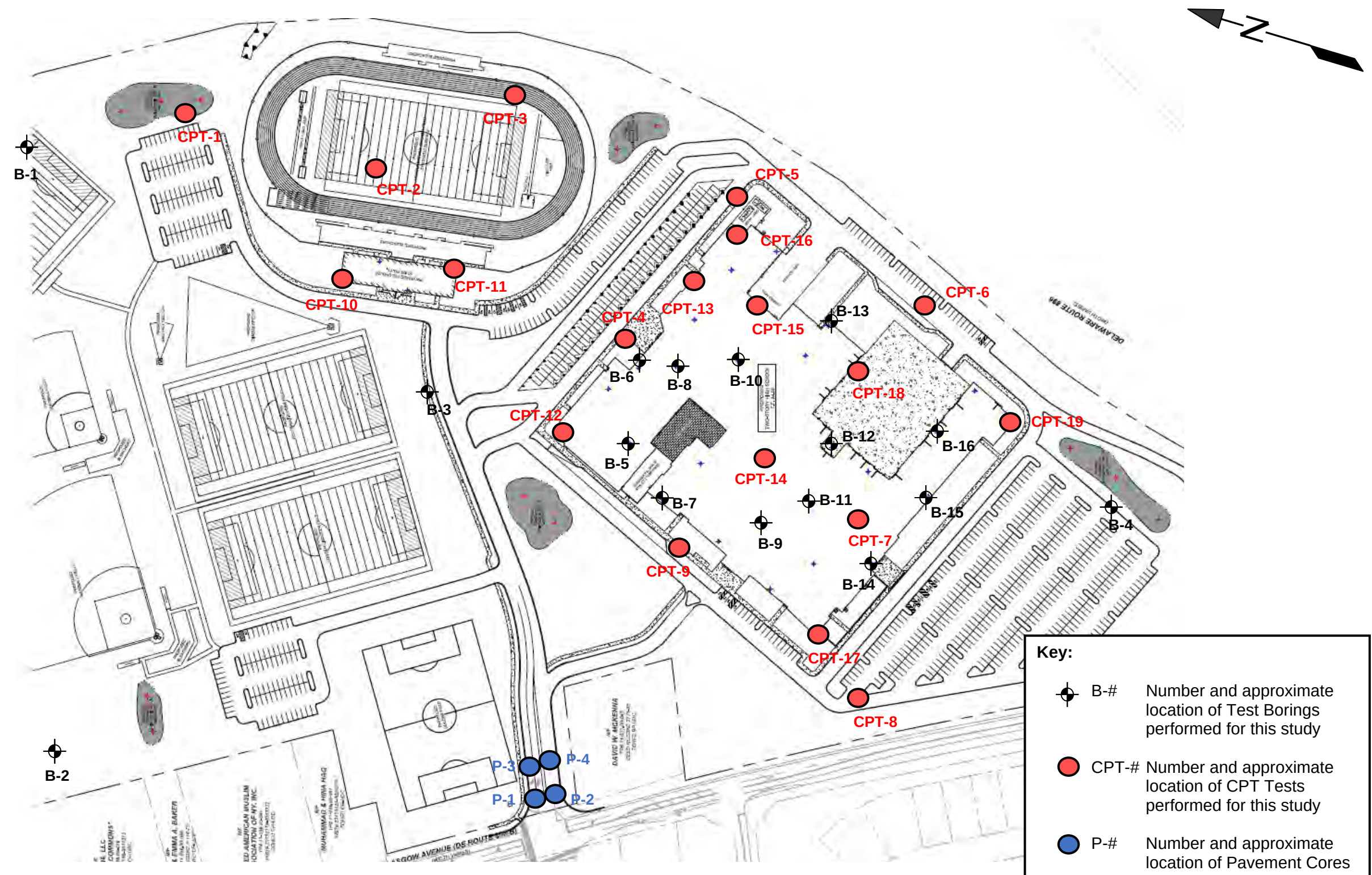
DATE
 FEB 2023

DRAWN BY
 GOOGLE

REVIEW BY
 MM

JOB NO.
 220791

FIGURE NO.
 1



JOB NUMBER.:
220791

FIGURE:
2

REVIEW BY:
MM

SCALE:
NTS

DATE:
FEB 2023

EXPLORATION LOCATION PLAN
NCCVT
NEW HODGSON VO-TECH HIGH
SCHOOL
NEW CASTLE COUNTY, DELAWARE

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New Castle, Delaware 19720
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Notes: (1) Base map prepared by Landmark Science and Engineering and use of this diagram by GTA is limited to illustration of the approximate locations of our explorations.
(2) Exploration Location Plan should be read together with GTA Report NCCVT New Hodgson Vo-tech High School, Job No. 220791 for complete evaluation. Use of the diagram is limited illustration of the approximate locations of the explorations.
(3) The approximate locations of the explorations were measured from site features and should be considered accurate to the degree implied by this method.

APPENDIX B

NOTES FOR EXPLORATION LOGS

KEY TO USCS TERMINOLOGY AND GRAPHIC SYMBOLS

MAJOR DIVISIONS (BASED UPON ASTM D 2488)			SYMBOLS	
			GRAPHIC	LETTER
COARSE - GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LESS THAN 5% PASSING THE NO. 200 SIEVE)		GW
		GRAVELS WITH FINES (MORE THAN 15% PASSING THE NO. 200 SIEVE)		GP
				GM
				GC
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LESS THAN 5% PASSING THE NO. 200 SIEVE)		SW
		SANDS WITH FINES (MORE THAN 15% PASSING THE NO. 200 SIEVE)		SP
				SM
				SC
FINE - GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50	SILT OR CLAY ($<15\%$ RETAINED THE NO. 200 SIEVE)		ML
		SILT OR CLAY WITH SAND OR GRAVEL (15% TO 30% RETAINED THE NO. 200 SIEVE)		CL
		SANDY OR GRAVELY SILT OR CLAY ($>30\%$ RETAINED THE NO. 200 SIEVE)		OL
		SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	SILT OR CLAY ($<15\%$ RETAINED THE NO. 200 SIEVE)	
	SILT OR CLAY WITH SAND OR GRAVEL (15% TO 30% RETAINED THE NO. 200 SIEVE)			CH
	SANDY OR GRAVELY SILT OR CLAY ($>30\%$ RETAINED THE NO. 200 SIEVE)			OH
	HIGHLY ORGANIC SOILS			PT

NOTE: DUAL SYMBOLS ARE USED TO INDICATE COARSE-GRAINED SOILS CONTAINING AN ESTIMATED 10% FINES BY VISUAL CLASSIFICATION OR WHEN THE SOIL HAS BETWEEN 5 AND 12 PERCENT FINES FROM LABORATORY TESTS; AND FOR FINE-GRAINED SOILS WHEN THE PLOT OF LIQUID LIMIT & PLASTICITY INDEX VALUES FALLS IN THE PLASTICITY CHART'S CROSSHATCHED AREA. RESULTS OF LABORATORY TESTING ARE USED TO SUPPLEMENT THE CLASSIFICATION OF THE SOILS BASED ON THE VISUAL-MANUAL PROCEDURES OF ASTM D2488.

ADDITIONAL TERMINOLOGY AND GRAPHIC SYMBOLS

ADDITIONAL DESIGNATION	DESCRIPTION		GRAPHIC SYMBOLS
	TOPSOIL		
	MAN-MADE FILL		
	GLACIAL TILL		
	COBBLES AND BOULDERS		
RESIDUAL SOIL DESIGNATION	DESCRIPTION	"N" VALUE	
	HIGHLY WEATHERED ROCK	50 TO 50/1"	
	PARTIALLY WEATHERED ROCK	MORE THAN 50 BLOWS FOR 1" PENETRATION, AUGER PENETRABLE	

COARSE-GRAINED SOILS (GRAVEL AND SAND)

DESIGNATION	BLOWS PER FOOT (BPF) "N"
VERY LOOSE	0 - 4
LOOSE	5 - 10
MEDIUM DENSE	11 - 30
DENSE	31 - 50
VERY DENSE	>50

NOTE: "N" VALUE DETERMINED AS PER ASTM D1586

FINE-GRAINED SOILS (SILT AND CLAY)

CONSISTENCY	BPF "N"
VERY SOFT	<2
SOFT	2 - 4
MEDIUM STIFF	5 - 8
STIFF	9 - 15
VERY STIFF	16 - 30
HARD	>30

NOTE: ADDITIONAL DESIGNATIONS TO ADVANCE SAMPLER INDICATED IN BLOW COUNT COLUMN:
WOH = WEIGHT OF HAMMER
WOR = WEIGHT OF ROD(S)

SAMPLE TYPE

DESIGNATION	SYMBOL
SPLIT-SPOON	S-
SHELBY TUBE	U-
ROCK CORE	R-

WATER DESIGNATION

DESCRIPTION	SYMBOL
ENCOUNTERED DURING DRILLING	
UPON COMPLETION OF DRILLING	
24 HOURS AFTER COMPLETION	

NOTE: WATER OBSERVATIONS WERE MADE AT THE TIME INDICATED. POROSITY OF SOIL STRATA, WEATHER CONDITIONS, SITE TOPOGRAPHY, ETC. MAY CAUSE WATER LEVEL CHANGES.

LOG OF BORING NO. B-1

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **12.7** **Dry** **BOC**
 DATE: **4/20/22** **4/20/22**
 CAVED (ft): **In Augers** **9.0**

DATE STARTED: **4/20/22**
 DATE COMPLETED: **4/20/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **77.0**
 DATUM: **Google Earth**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **A. Carta**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	10	1-2-1-2	3	77.0	0				
					76.5	FILL		Topsoil +/- 6 Inches Dark brown, moist, soft, sandy silt FILL		
S-2	2.0	19	3-6-5-4	11	75.0	ML		Light brown, moist, stiff, Sandy SILT		
S-3	4.0	19	1-2-1-2	3	73.0	CL		Tan, moist, soft, Sandy Lean CLAY		
S-4	6.0	19	2-3-5-5	8	71.0	SM		Light tan, moist, loose, Silty SAND, contains gravel		
S-5	8.0	16	1-3-4-4	7				Same		
						10				
S-6	13.0	21	2-4-3-3	7				Same, wet		
						15				
S-7	18.0	20	2-3-5-5	8				Brown, moist, loose, Silty SAND, contains gravel		
					57.0	20				Boring terminated at 20.0 feet.
						25				

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-1

Sheet 1 of 1

LOG OF BORING NO. B-2

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **12.7** **Dry** **BOC**
 DATE: **4/20/22** **4/20/22**
 CAVED (ft): **In Augers** **9.0**

DATE STARTED: **4/20/22**
 DATE COMPLETED: **4/20/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **78.0**
 DATUM: **Google Earth**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **A. Carta**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	18	1-2-3-5	5	78.0	0	FILL		Topsoil +/- 7 Inches	
					77.4				Brown, moist, sandy SILT FILL	
S-2	2.0	14	4-4-3-3	7	76.0		SC		Tan, moist, loose, Clayey SAND, contains gravel	
S-3	4.0	19	3-5-5-6	10	74.0	5	SM		Tan, moist, loose, Silty SAND	
S-4	6.0	17	3-5-5-6	10					Tan, moist, loose, Silty SAND	
S-5	8.0	21	4-5-5-4	10					Dark orange, moist, loose, Silty SAND, contains gravel	
						10				
S-6	13.0	16	2-3-5-4	8	65.0	15	SP-SM		Dark orange, wet, loose, Poorly-graded SAND with SILT, contains gravel	
S-7	18.0	24	2-3-3-4	6	60.0	20	SM		Dark orange, moist, loose, Silty SAND	
					58.0				Boring terminated at 20.0 feet.	
						25				

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-2

Sheet 1 of 1

LOG OF BORING NO. B-3

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **13.0** **Dry** **BOC**
 DATE: **4/20/22** **4/20/22**
 CAVED (ft): **In Augers** **7.9**

DATE STARTED: **4/20/22**
 DATE COMPLETED: **4/20/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **78.0**
 DATUM: **Google Earth**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **A. Carta**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	16	1-1-2-3	3	78.0 77.5	0	FILL		Topsoil +/- 6 Inches Dark brown and brown, moist, sandy SILT FILL	
S-2	2.0	22	3-6-9-11	15					Dark brown and brown, moist, stiff, sandy silt FILL, contains gravel	
S-3	4.0	19	1-5-3-4	8	74.0	5	ML		Tan, moist, medium stiff, Sandy SILT	
S-4	6.0	22	3-5-7-7	12					Same, stiff	
S-5	8.0	16	3-6-6-5	12	70.0	10	SM		Brown, moist, medium dense, Silty SAND, contains gravel	
S-6	13.0	18	2-3-4-4	7		15			Dark brown and brown, wet, loose, Silty SAND, contains gravel	
S-7	18.0	14	2-4-6-7	10		20			Brown, moist, loose, Silty SAND, contains gravel	
					58.0	20			Boring terminated at 20.0 feet.	
						25				

NOTES: **Elevation and location should be considered approximate.**



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LOG OF BORING NO. B-3

Sheet 1 of 1

LOG OF BORING NO. B-4

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **7.2**
 DATE: **4/20/22**
 CAVED (ft): **In Augers**

WATER LEVEL (ft): **5.7**
 DATE: **4/20/22**
 CAVED (ft): **5.9**

WATER LEVEL (ft): **BOC**

DATE STARTED: **4/20/22**
 DATE COMPLETED: **4/20/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **8.0**
 GROUND SURFACE ELEVATION: **81**
 DATUM: **Google Earth**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **A. Carta**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION		REMARKS
S-1	0.0	20	1-2-6-5	8	81.0 80.7	0	SC		Topsoil +/- 4 Inches		  
									Tan, moist, loose, Clayey SAND		
S-2	2.0	18	2-4-6-8	10					Same		
S-3	4.0	20	3-3-5-6	8		5			Same, brown		
S-4	6.0	21	5-7-6-6	13					Brown, moist, medium dense, Clayey SAND, contains gravel		
S-5	8.0	20	2-3-3-3	6	73.0		SM		Brown, wet, loose, Silty SAND, contains gravel		
						10					
S-6	13.0	24	1-4-5-5	9	68.0		SP-SM		Brown, moist, loose, Poorly-graded SAND with SILT, contains gravel		
						15			Same		
S-7	18.0	24	2-3-3-3	6							
					61.0	20			Boring terminated at 20.0 feet.		
						25					

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-4

Sheet 1 of 1

LOG OF BORING NO. B-5

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **20.2** **Dry** **BOC**
 DATE: **12/21/22** **12/21/22**
 CAVED (ft): **In Augers** **11.3**

DATE STARTED: **12/21/22**
 DATE COMPLETED: **12/21/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **15.0**
 GROUND SURFACE ELEVATION: **83.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	12	1-1-3-2	4	83.0	0			Topsoil +/- 9 Inches	
					82.2		FILL		Brown, moist, soft, sandy silt FILL, contains organic material	
S-2	2.0	13	2-3-3-3	6	81.0		SC		Brown, moist, loose, Clayey SAND, contains gravel	
S-3	4.0	16	2-4-5-8	9	79.0	5	SM		Dark gray, moist, loose, Silty SAND	
S-4	6.0	15	3-6-6-7	12	77.0		SP-SM		Brown, moist, medium dense, Poorly-graded SAND with Silt, contains gravel	
S-5	8.0	19	2-3-3-6	6	75.0		CL		Gray and brown, moist, medium stiff, Lean CLAY with Sand	
						10				
S-6	13.0	21	2-2-4-5	6	70.0		SM		Orange-brown, wet, loose, Silty SAND, contains gravel	
						15				
S-7	18.0	15	1-2-4-6	6					Orange, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	24	5-5-5-6	10					Same	
					58.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-5

Sheet 1 of 1

LOG OF BORING NO. B-6

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **17.7**
 DATE: **12/29/22**
 CAVED (ft): **In Augers**

9.5
12/29/22
11.5

BOC

DATE STARTED: **12/29/22**
 DATE COMPLETED: **12/29/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION	REMARKS
S-1	0.0	16	2-2-2-2	4	82.0	0	ML		Topsoil +/- 6 Inches	
					81.5				Brown, moist, soft, Sandy SILT	
S-2	2.0	15	2-2-3-2	5					Brown, moist, medium stiff, Sandy SILT, contains gravel	
S-3	4.0	15	1-1-2-5	3	78.0	5	CL		Dark brown, moist, soft, Sandy Lean CLAY, contains gravel	
S-4	6.0	20	8-5-6-6	11	76.0		ML		Gray and orange, moist, stiff, SILT with sand, contains gravel	
S-5	8.0	17	2-3-6-7	9	74.0		CL		Gray and orange, moist, stiff, Sandy Lean CLAY, contains gravel	
						10				
S-6	13.0	16	1-2-2-2	4	69.0	15	SM		Orange, wet, very loose, Silty SAND, contains gravel	
S-7	18.0	24	2-1-2-2	3		20			Tan, moist, very loose, Silty SAND	
S-8	23.0	11	2-3-6-9	9					Brown, moist, loose, Silty SAND	
					57.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-6

Sheet 1 of 1

LOG OF BORING NO. B-7

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **16.7** **Dry** **BOC**
 DATE: **12/21/22** **12/21/22**
 CAVED (ft): **In Augers** **9.7**

DATE STARTED: **12/21/22**
 DATE COMPLETED: **12/21/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	18	1-2-2-4	4	82.0	0			Topsoil +/- 9 Inches	
					81.2		FILL		Brown, moist, soft, silt with sand FILL	
S-2	2.0	20	2-3-4-3	7	80.0		SM		Brown, moist, loose, Silty SAND	
S-3	4.0	16	1-2-2-4	4		5			Brown, moist, very loose, Silty SAND, contains gravel	
S-4	6.0	16	2-4-8-11	12					Tan, moist, medium dense, Silty SAND	
S-5	8.0	22	2-3-2-4	5	74.0		CL		Light brown and gray, moist, medium stiff, Lean CLAY with sand	
						10				
S-6	13.0	14	2-1-3-3	4	69.0		SM		Light brown, wet, very loose, Silty SAND	
						15				
S-7	18.0	12	1-3-3-3	6					Light brown, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	12	4-4-9-11	13	59.0		SP-SM		Orange-brown, moist, medium dense, Poorly-graded SAND with silt, contains gravel	
					57.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-7

Sheet 1 of 1

LOG OF BORING NO. B-8

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **16.5** **11.0** **BOC**
 DATE: **12/29/22** **12/29/22**
 CAVED (ft): **In Augers** **11.5**

DATE STARTED: **12/29/22**
 DATE COMPLETED: **12/29/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	15	1-2-2-1	4	82.0 81.6	0	FILL		Topsoil +/- 5 Inches Brown, moist, soft, sandy silt FILL, contains organic material	
S-2	2.0	13	2-1-2-2	3	80.0		CL		Brown, moist, soft, Sandy Lean CLAY, contains gravel Dark gray, moist, soft, Sandy Lean CLAY	
S-3	4.0	14	1-2-2-3	4		5				
S-4	6.0	17	3-3-4-7	7					Gray and orange, medium stiff, Sandy Lean CLAY, contains gravel	
S-5	8.0	14	2-4-5-4	9	74.0		SM		Brown, moist, loose, Silty SAND, contains gravel	
						10				
S-6	13.0	18	1-1-1-2	2					Orange, moist, very loose, Silty SAND, contains gravel	
						15				
S-7	18.0	24	1-4-4-5	8					Light brown, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	24	3-4-6-7	10					Same, orange-brown	
					57.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-8

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LOG OF BORING NO. B-9

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **20.0** **Dry** **BOC**
 DATE: **12/19/22** **12/19/22**
 CAVED (ft): **In Augers** **9.8**

DATE STARTED: **12/19/22**
 DATE COMPLETED: **12/19/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **81.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	19	1-3-2-3	5	81.0 80.3	0	CL		Topsoil +/- 8 Inches Tan, moist, medium stiff, Lean CLAY, contains gravel and organic material	
S-2	2.0	13	2-6-7-9	13	79.0		ML		Gray and brown, moist, stiff, SILT	
S-3	4.0	24	3-6-9-9	15		5			Same, gray	
S-4	6.0	11	6-7-9-9	16					Gray, moist, very stiff, SILT, contains gravel	
S-5	8.0	21	1-1-2-3	3	73.0		SM		Tan and orange, moist, very loose, Silty SAND, contains gravel	
						10				
S-6	13.0	17	1-2-2-3	4					Light brown, wet, very loose, Silty SAND, contains gravel	
						15				
S-7	18.0	24	1-2-4-5	6					Brown, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	24	3-4-6-8	10					Same	
					56.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-9

Sheet 1 of 1

LOG OF BORING NO. B-10

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **16.5** **10.0** **BOC**
 DATE: **12/29/22** **12/29/22**
 CAVED (ft): **In Augers** **12.0**

DATE STARTED: **12/29/22**
 DATE COMPLETED: **12/29/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	14	1-2-2-2	4	82.0 81.6	0	FILL		Topsoil +/- 5 Inches Brown, moist, soft, sandy silt FILL, contains organic material	
S-2	2.0	22	3-4-6-6	10	80.0		SC		Brown, moist, loose, Clayey SAND, contains gravel	
S-3	4.0	18	2-4-2-6	6		5			Brown, moist, loose, Clayey SAND	
S-4	6.0	20	6-4-4-6	8					Same	
S-5	8.0	17	2-5-6-4	11	74.0		SM		Brown, moist, medium dense, Silty SAND, contains gravel	
						10				
S-6	13.0	17	1-3-3-3	6					Orange, wet, loose, Silty SAND	
						15				
S-7	18.0	24	1-2-3-5	5					Yellow-brown, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	24	3-4-7-9	11					Orange-brown, moist, medium dense, Silty SAND, contains gravel	
					57.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-10

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LOG OF BORING NO. B-11

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **16.0** **Dry** **BOC**
 DATE: **12/19/22** **12/19/22**
 CAVED (ft): **In Augers** **9.8**

DATE STARTED: **12/19/22**
 DATE COMPLETED: **12/19/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **81.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION	REMARKS
S-1	0.0	21	1-3-2-3	5	81.0	0	CL		Topsoil +/- 4 Inches	
					80.7				Brown, moist, medium stiff, Lean CLAY with sand	
S-2	2.0	16	1-3-6-6	9	79.0		SM		Light brown, moist, loose, Silty SAND, contains gravel and clay	
S-3	4.0	24	3-6-10-8	16		5			Brown, moist, medium dense, Silty SAND, contains gravel	
S-4	6.0	15	5-8-8-8	16					Same	
S-5	8.0	20	2-4-4-4	8					Same, loose	
						10				
S-6	13.0	18	1-3-3-3	6					Orange-brown, wet, loose, Silty SAND, contains gravel	
						15				
S-7	18.0	24	2-2-5-7	7					Light brown, moist, loose, Silty SAND	
						20				
S-8	23.0	24	6-8-11-12	19					Light brown, moist, medium dense, Silty SAND	
					56.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-11

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LOG OF BORING NO. B-12

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **15.3** **Dry** **BOC**
 DATE: **12/21/22** **12/21/22**
 CAVED (ft): **In Augers** **9.5**

DATE STARTED: **12/21/22**
 DATE COMPLETED: **12/21/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION	REMARKS
S-1	0.0	12	1-2-4-3	6	82.0 81.4	0	ML		Topsoil +/- 7 Inches Brown, moist, medium stiff, SILT Same, contains gravel	
S-2	2.0	15	2-2-3-6	5						
S-3	4.0	17	2-3-4-7	7	78.0	5	SM		Light brown, moist, loose, Silty SAND	
S-4	6.0	19	4-9-9-9	18	76.0		SP-SM		Light brown, moist, medium dense, Poorly-graded SAND with Silt, contains gravel	
S-5	8.0	16	2-3-3-4	6	74.0		SM		Light brown, loose, Silty SAND, contains gravel	
						10				
S-6	13.0	15	1-2-3-3	5		15			Orange-brown, wet, loose, Silty SAND, contains gravel	 
S-7	18.0	24	1-2-3-4	5		20			Same, moist	
S-8	23.0	24	2-2-3-5	5		25			Same, moist	
					57.0				Boring terminated at 25.0 feet.	

NOTES: **Elevation and location should be considered approximate.**



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LOG OF BORING NO. B-12

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LOG OF BORING NO. B-13

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **19.2** **Dry** **BOC**
 DATE: **12/29/22** **12/29/22**
 CAVED (ft): **In Augers** **8.8**

DATE STARTED: **12/29/22**
 DATE COMPLETED: **12/29/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 GROUND SURFACE ELEVATION: **82.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION	REMARKS
S-1	0.0	13	1-2-1-1	3	82.0	0	FILL		Topsoil +/- 3 Inches	
					81.8				Brown, moist, soft, sandy silt FILL, contains gravel	
S-2	2.0	22	4-4-5-5	9	80.0		SC		Brown, moist, loose, Clayey SAND, contains gravel	
S-3	4.0	13	1-1-2-2	3	78.0	5	SM		Tan, moist, very loose, Silty SAND	
S-4	6.0	19	2-4-7-7	11					Dark brown and tan, moist, medium dense, Silty SAND, contains gravel	
S-5	8.0	17	2-6-6-7	12					Same, orange-brown	
						10				
S-6	13.0	14	1-2-3-5	5		15			Orange, wet, loose, Silty SAND	
S-7	18.0	24	1-4-6-8	10		20			Orange-brown, moist, loose, Silty SAND, contains gravel	
S-8	23.0	24	2-3-6-7	9		25			Orange-brown, moist, loose, Silty SAND	
					57.0				Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-13

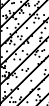
Sheet 1 of 1

LOG OF BORING NO. B-14

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School** WATER LEVEL (ft): **15.0** **Dry** **BOC**
 PROJECT NO.: **220791** DATE: **12/19/22** **12/19/22**
 PROJECT LOCATION: **New Castle County, Delaware** CAVED (ft): **In Augers** **9.0**

DATE STARTED: **12/19/22** WATER ENCOUNTERED DURING DRILLING (ft) **14.0**
 DATE COMPLETED: **12/19/22** GROUND SURFACE ELEVATION: **82.0**
 DRILLING CONTRACTOR: **GTA** DATUM: **Topo**
 DRILLER: **D. Hans, Jr.** EQUIPMENT: **Diedrich D50**
 DRILLING METHOD: **Hollow Stem Auger** LOGGED BY: **M.DiBartolomeo**
 SAMPLING METHOD: **Split Spoon** CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL		
									DESCRIPTION	REMARKS
S-1	0.0	18	1-1-2-5	3	82.0 81.6	0	FILL		Topsoil +/- 5 Inches Light brown, moist, very loose, sandy silt FILL, contains organic material	
S-2	2.0	17	3-3-6-6	9	80.0		SC		Orange, moist, loose, Clayey SAND	
S-3	4.0	21	3-3-4-4	7		5			Same, contains gravel	
S-4	6.0	17	2-2-3-3	5					Same	
S-5	8.0	21	2-2-3-5	5	74.0		ML		Light brown, moist, medium stiff, Sandy SILT	
						10				
S-6	13.0	18	2-3-4-4	7	69.0		SM		Light brown, wet, loose, Silty SAND, contains gravel	
						15				
S-7	18.0	24	1-4-4-6	8					Same	
						20				
S-8	23.0	24	4-5-7-8	12					Same, medium dense	
					57.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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New Castle, DE 19720

LOG OF BORING NO. B-14

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LOG OF BORING NO. B-15

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **14.0** **Dry** **BOC**
 DATE: **12/19/22** **12/19/22**
 CAVED (ft): **In Augers** **10.5**

DATE STARTED: **12/19/22**
 DATE COMPLETED: **12/19/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **13.0**
 GROUND SURFACE ELEVATION: **81.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION	REMARKS
S-1	0.0	22	1-2-3-3	5	81.0	0			Topsoil +/- 12 Inches	
					80.0		FILL		Dark brown, moist, medium stiff, silt with sand FILL	
S-2	2.0	9	2-2-5-5	7	79.0		CL		Tan, moist, medium stiff, Lean CLAY with sand	
S-3	4.0	21	3-8-8-10	16	77.0	5	SM		Light brown, moist, medium dense, Silty SAND, contains gravel	
S-4	6.0	11	4-6-8-8	14					Same	
S-5	8.0	17	2-4-5-4	9					Same, loose	
						10				
S-6	13.0	18	1-2-2-3	4					Light brown, wet, very loose, Silty SAND, contains gravel	
						15				
S-7	18.0	24	2-5-5-5	10					Light brown and dark brown, moist, loose, Silty SAND, contains gravel	
						20				
S-8	23.0	24	3-5-7-8	12					Same, light brown	
					56.0	25			Boring terminated at 25.0 feet.	

NOTES: Elevation and location should be considered approximate.



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LOG OF BORING NO. B-15

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LOG OF BORING NO. B-16

Sheet 1 of 1

PROJECT: **NCCVT New Hodgson Vo-Tech High School**
 PROJECT NO.: **220791**
 PROJECT LOCATION: **New Castle County, Delaware**

WATER LEVEL (ft): **8.5** **8.5** **BOC**
 DATE: **12/19/22** **12/19/22**
 CAVED (ft): **In Augers** **10.8**

DATE STARTED: **12/19/22**
 DATE COMPLETED: **12/19/22**
 DRILLING CONTRACTOR: **GTA**
 DRILLER: **D. Hans, Jr.**
 DRILLING METHOD: **Hollow Stem Auger**
 SAMPLING METHOD: **Split Spoon**

WATER ENCOUNTERED DURING DRILLING (ft) **8.0**
 GROUND SURFACE ELEVATION: **79.0**
 DATUM: **Topo**
 EQUIPMENT: **Diedrich D50**
 LOGGED BY: **M.DiBartolomeo**
 CHECKED BY: **M.McDonough**

SAMPLE NUMBER	SAMPLE DEPTH (ft.)	SAMPLE RECOVERY (in.)	SAMPLE BLOWS/6 inches	N (blows/ft.)	ELEVATION (ft.)	DEPTH (ft.)	USCS	GRAPHIC SYMBOL	DESCRIPTION		REMARKS
S-1	0.0	21	1-2-7-9	9	79.0	0	SM		Topsoil +/- 7 Inches		
					78.4				Orange-brown, moist, loose, Silty SAND, contains clay		
S-2	2.0	1	5-8-8-5	16					Orange-brown, moist, medium dense, Silty SAND		
S-3	4.0	15	3-6-7-5	13		5			Same, light brown		
S-4	6.0	15	4-6-7-7	13					Same, light brown		
S-5	8.0	16	2-3-5-4	8					Light brown, wet, loose, Silty SAND, contains gravel		
						10					
S-6	13.0	24	2-3-5-3	8					Same		
						15					
S-7	18.0	24	2-3-7-5	10					Same		
						20					
S-8	23.0	24	6-7-10-9	17					Light brown, moist, medium dense, Silty SAND, contains gravel		
					54.0	25			Boring terminated at 25.0 feet.		

NOTES: **Elevation and location should be considered approximate.**



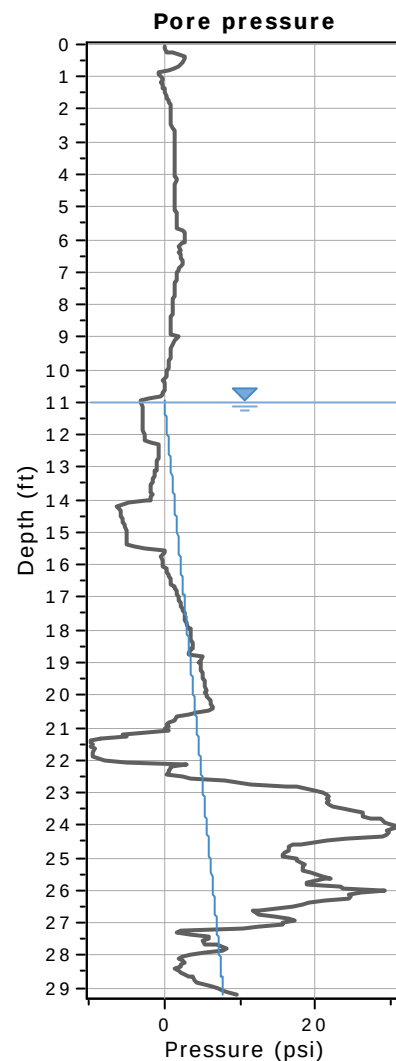
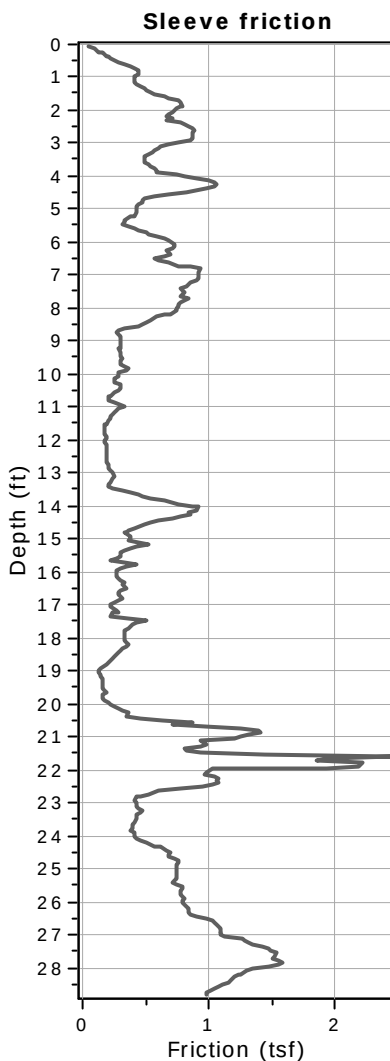
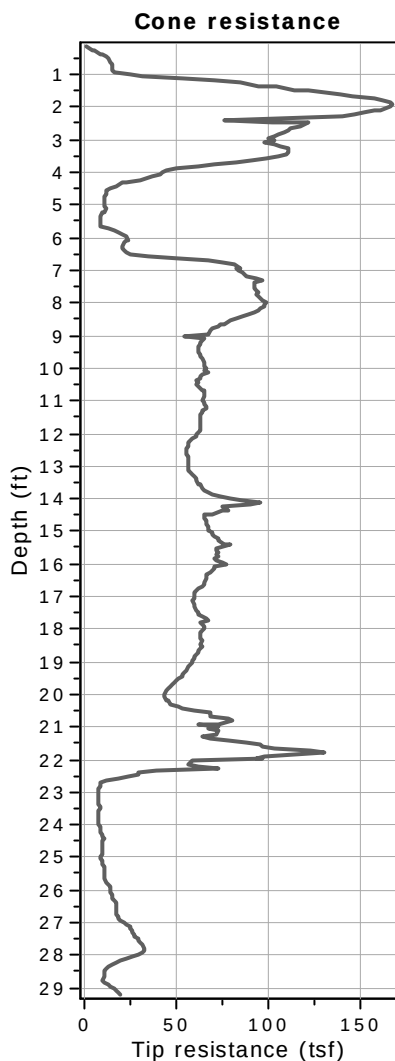
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LOG OF BORING NO. B-16

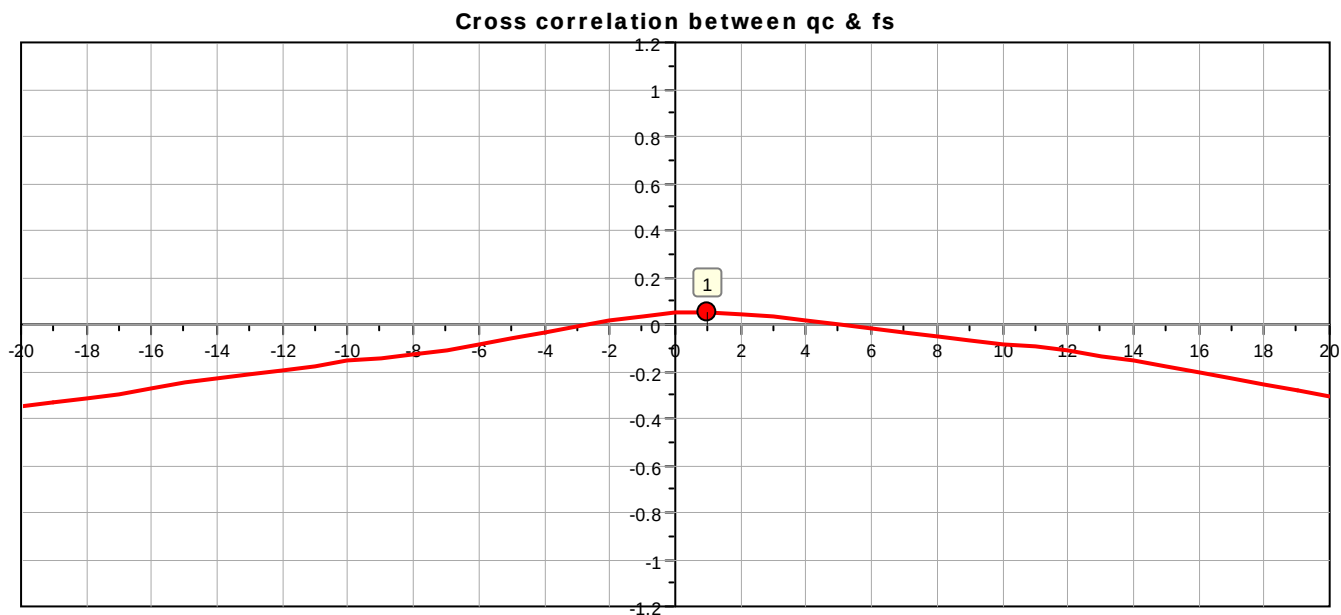
Sheet 1 of 1

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



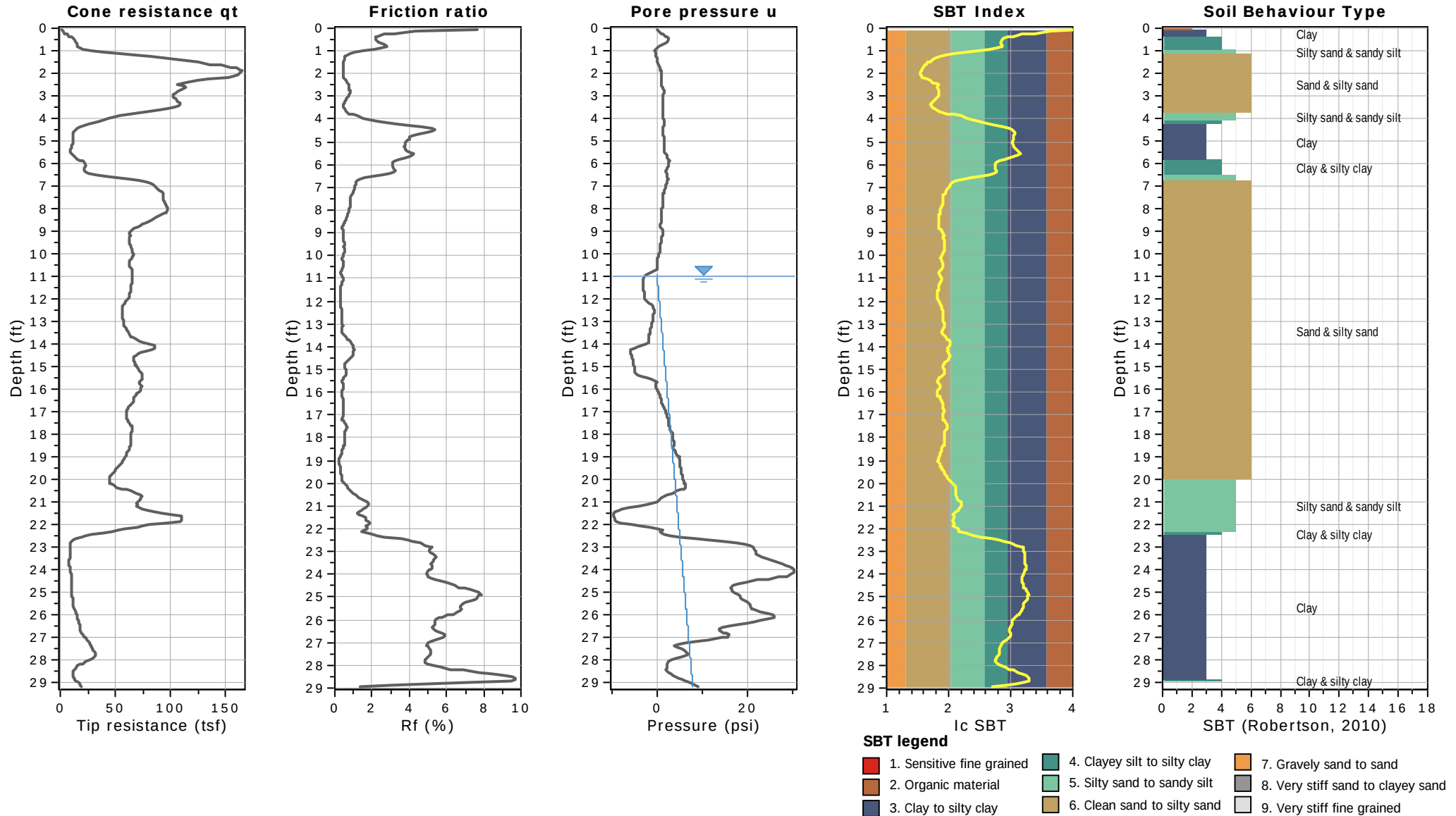
The plot below presents the cross correlation coefficient between the raw q_c and f_s values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).





Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



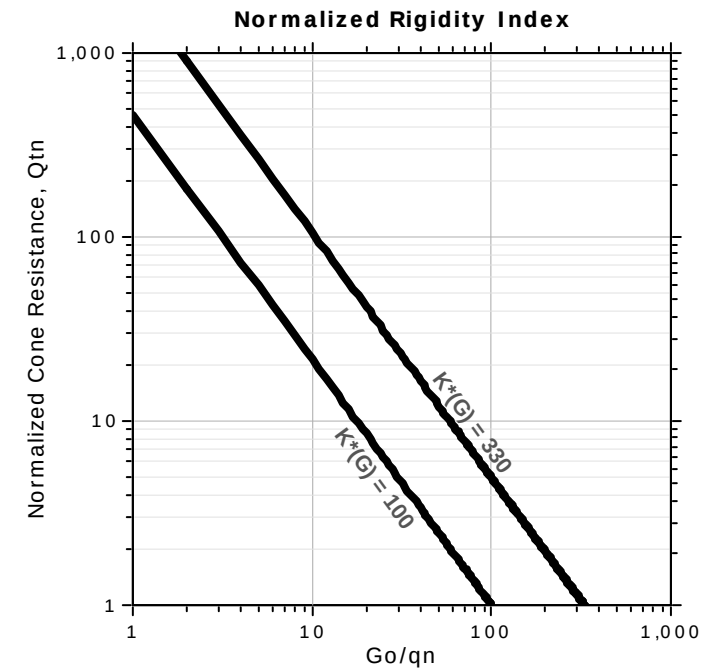
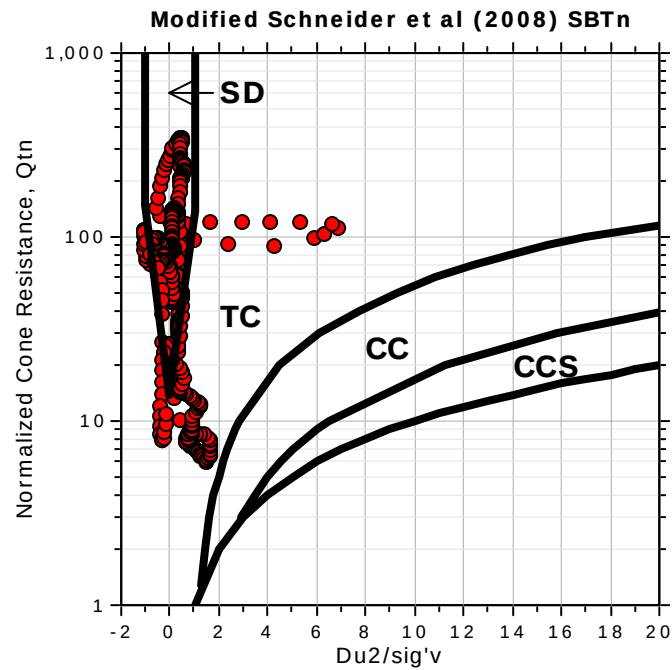
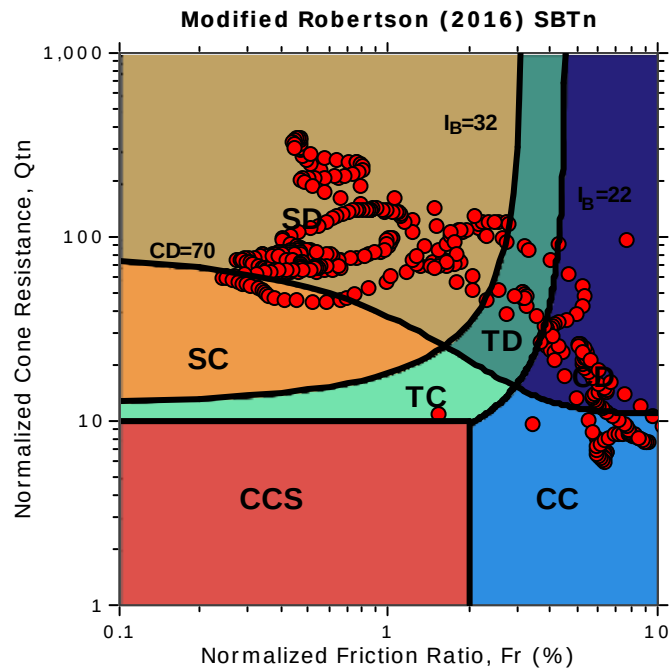


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

CPT: 1

Total depth: 29.20 ft, Date: 4/20/2022
Surface Elevation: 76.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



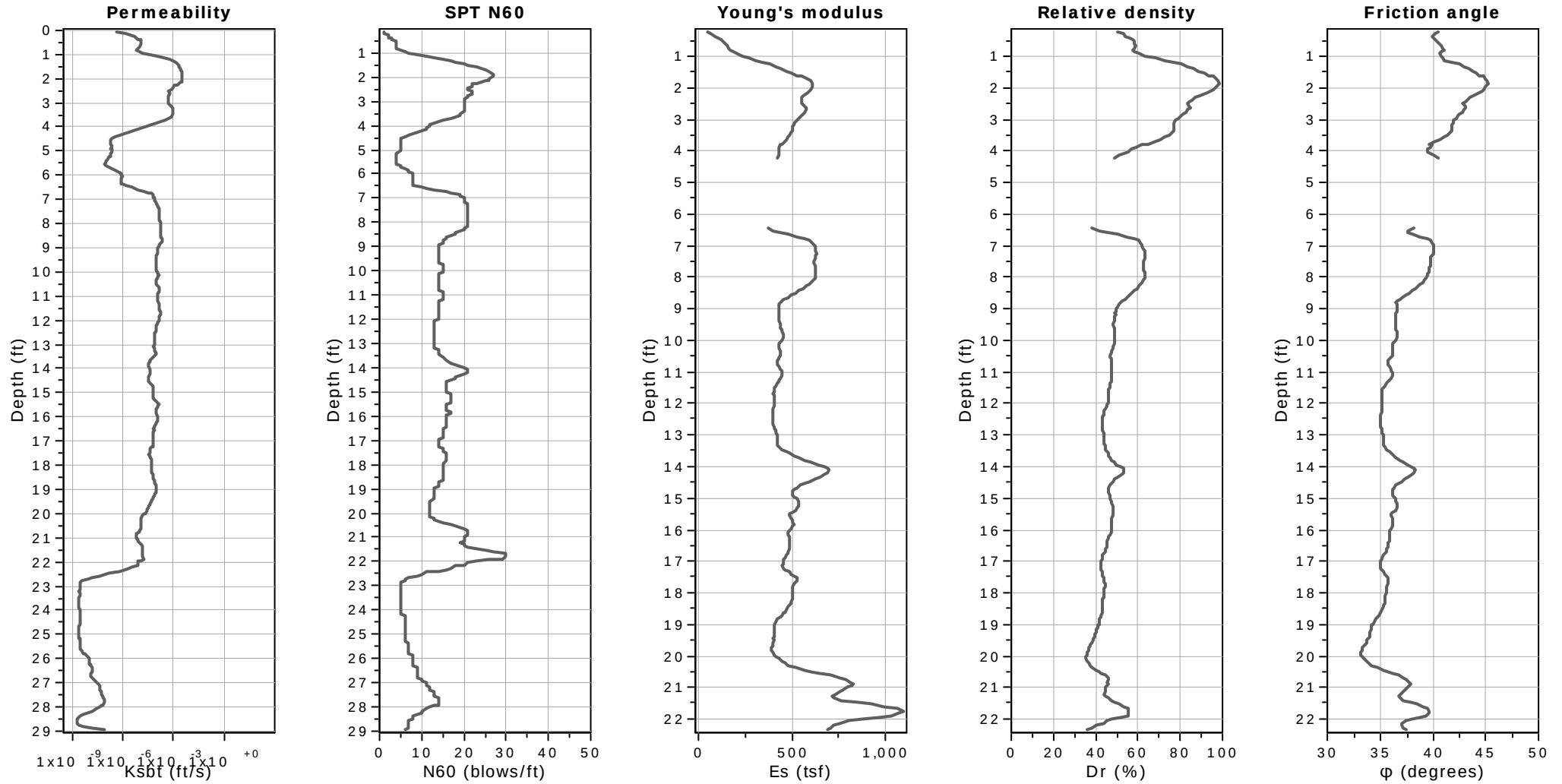
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Total depth: 29.20 ft, Date: 4/20/2022
Surface Elevation: 76.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

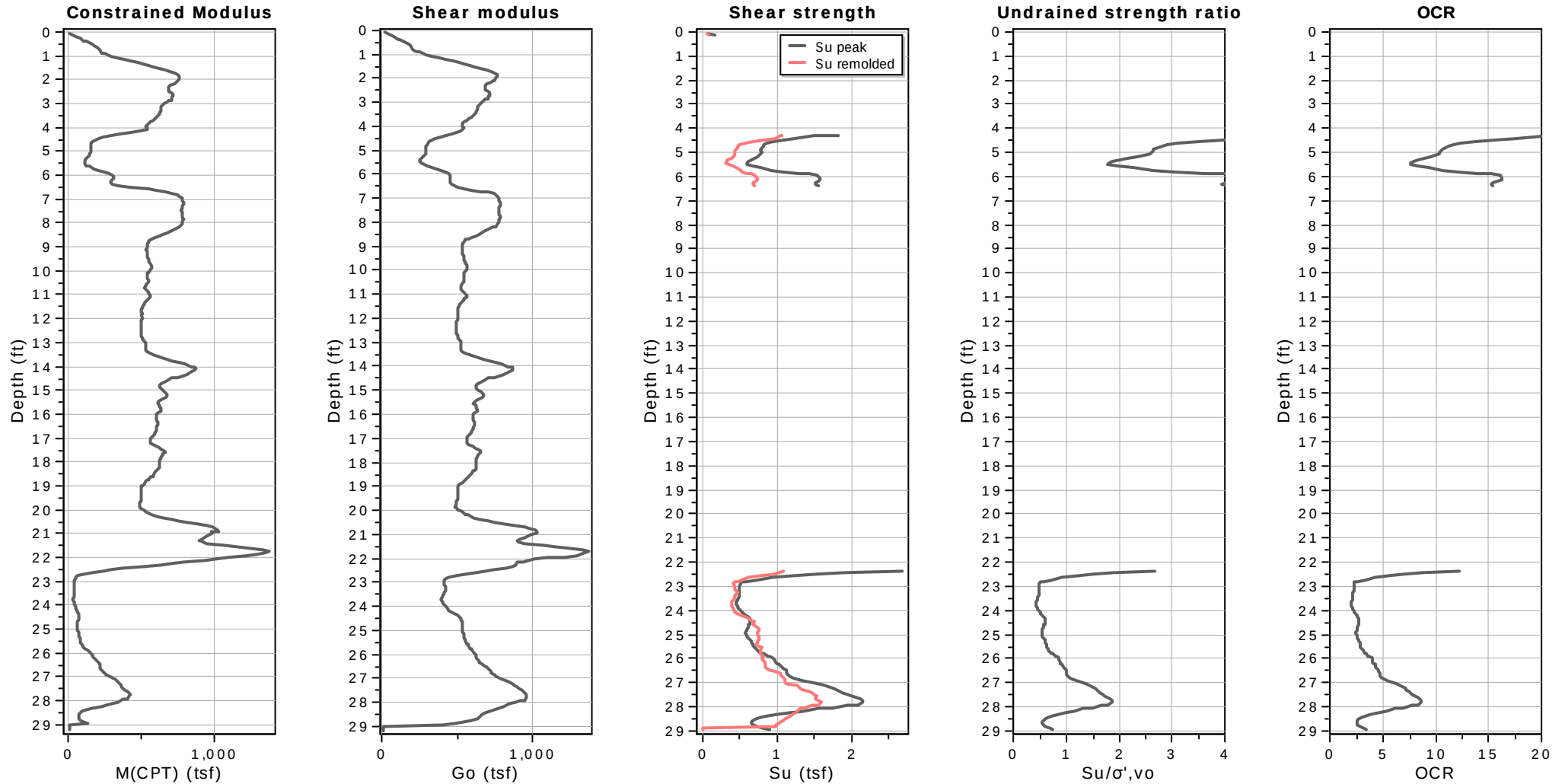
Phi: Based on Kulhawy & Mayne (1990)

● — User defined estimation data



Total depth: 29.20 ft, Date: 4/20/2022
Surface Elevation: 76.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

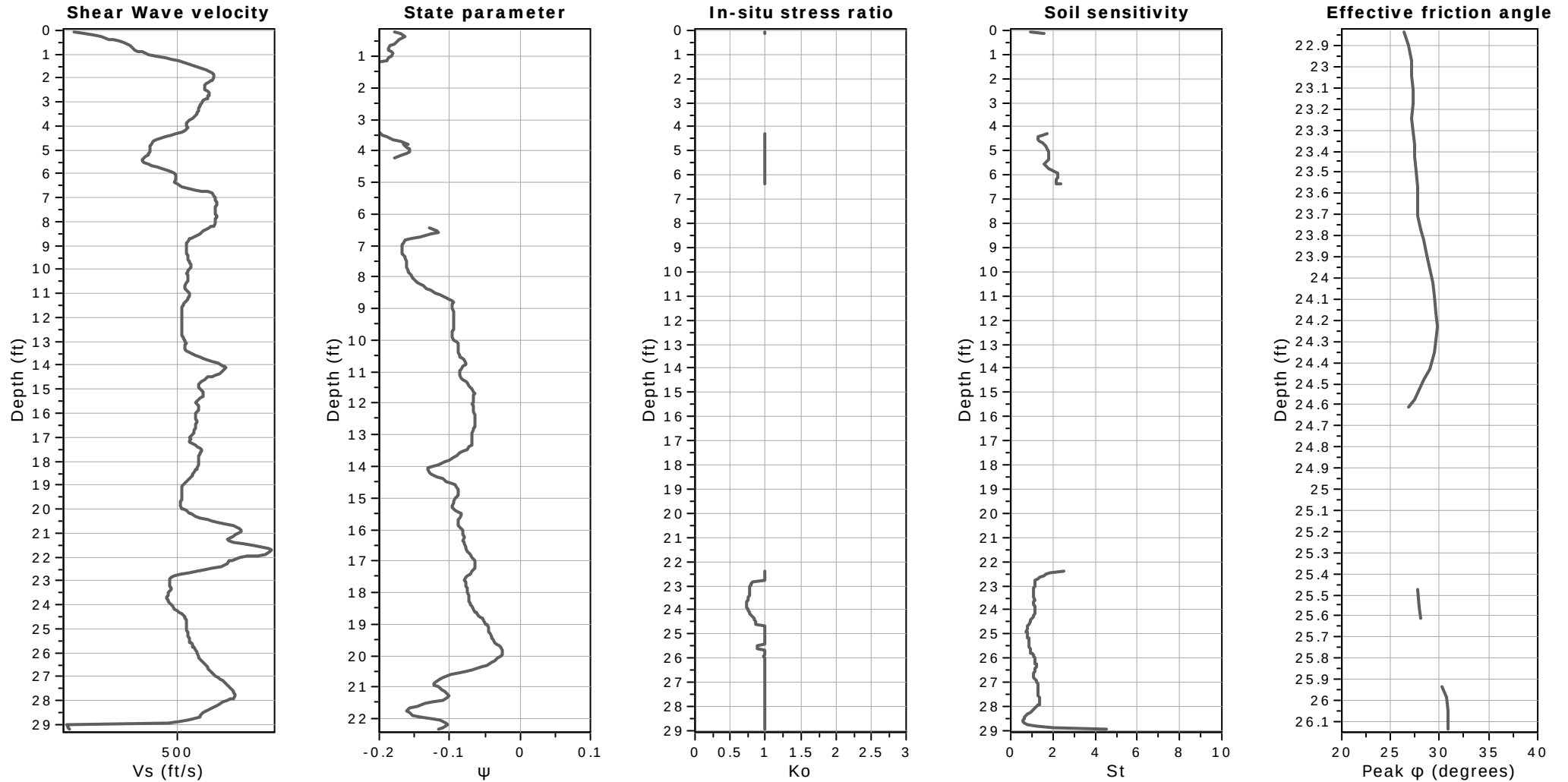
● User defined estimation data

● Flat Dilatometer Test data



Total depth: 29.20 ft, Date: 4/20/2022
Surface Elevation: 76.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

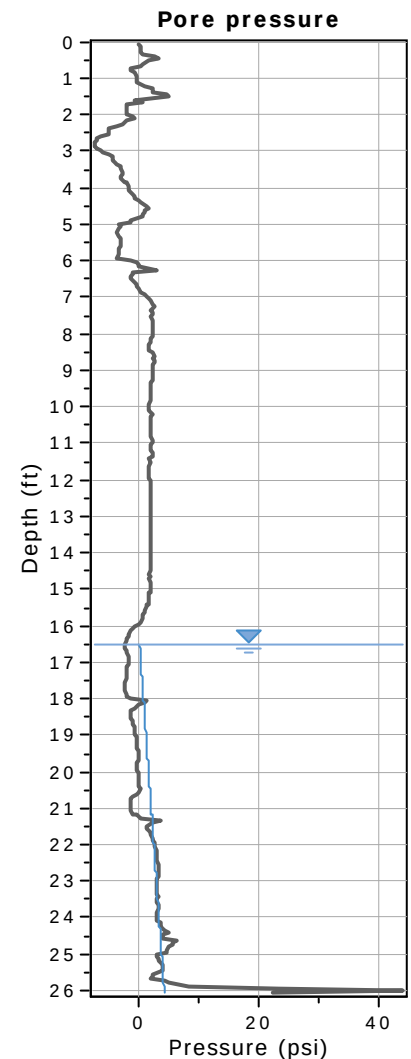
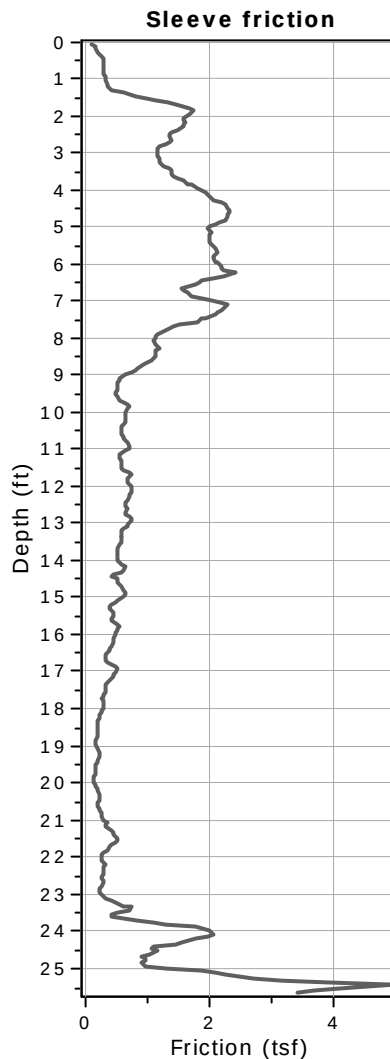
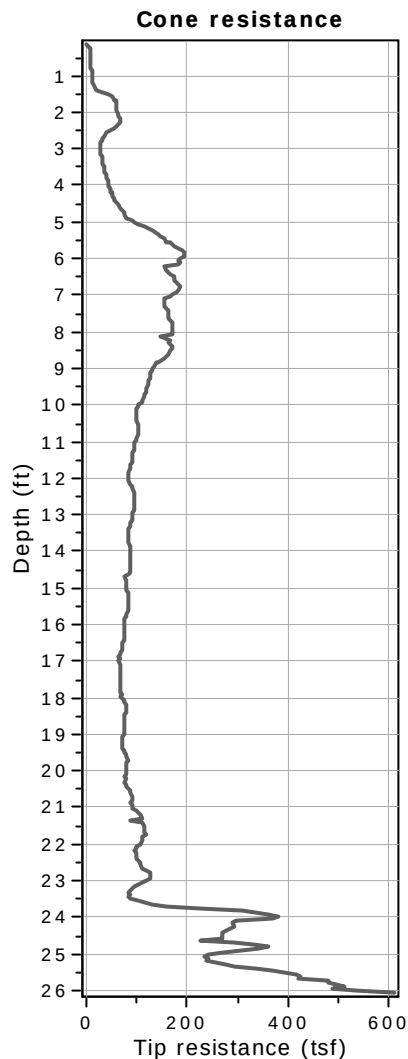
Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

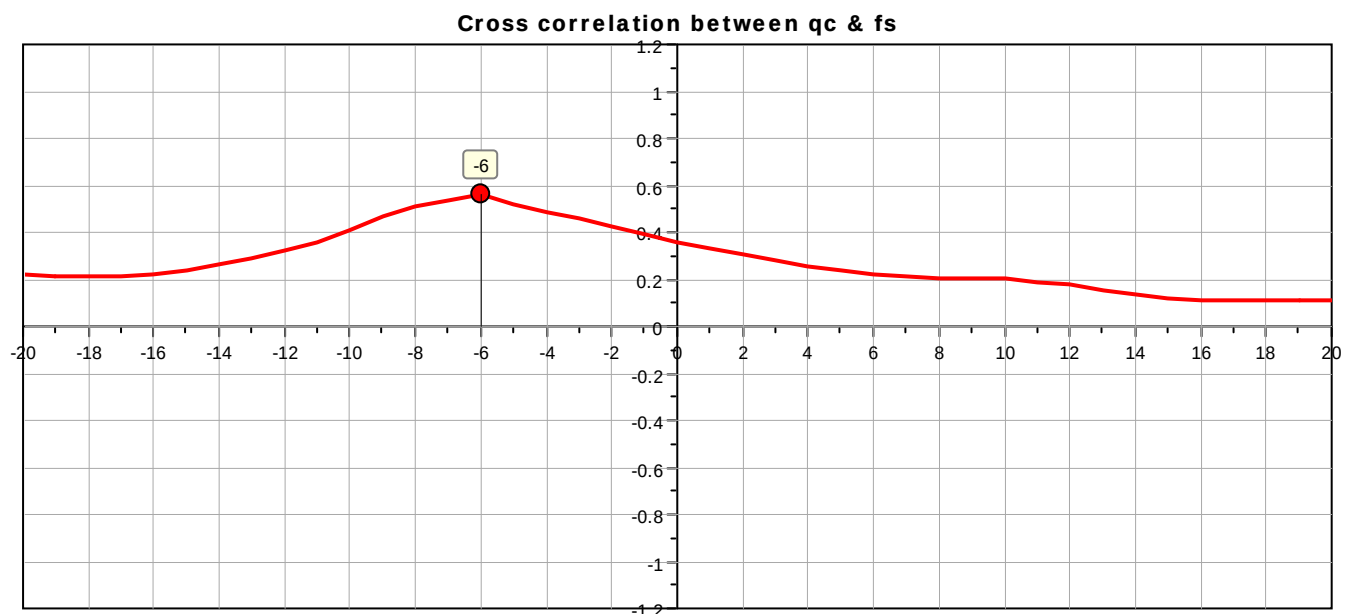


Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).

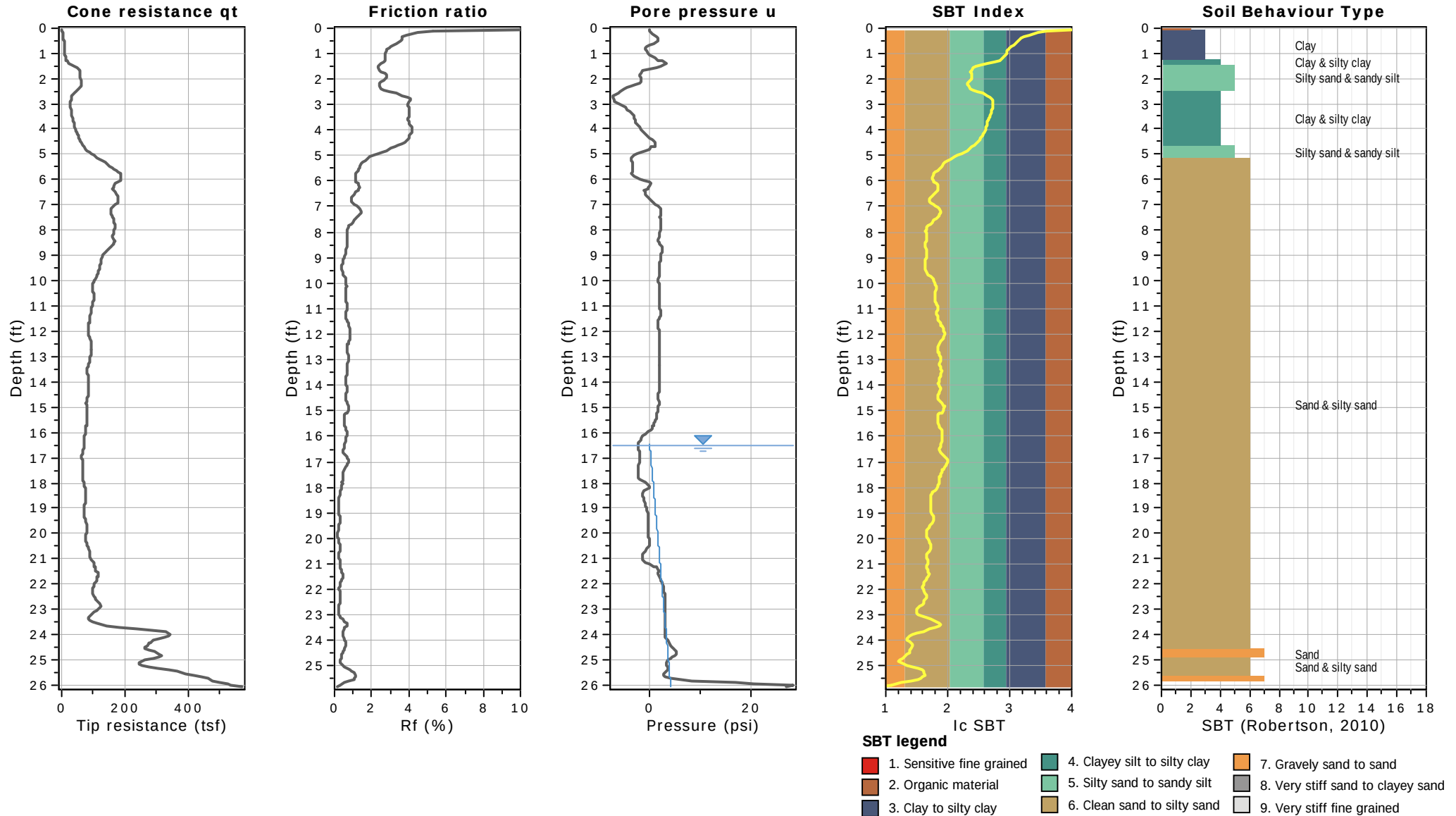




Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

CPT: 2

Total depth: 26.06 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans



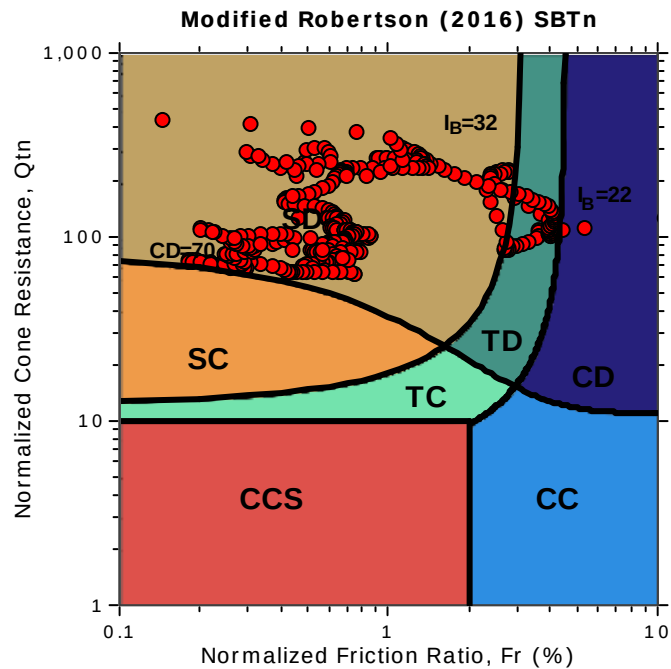


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

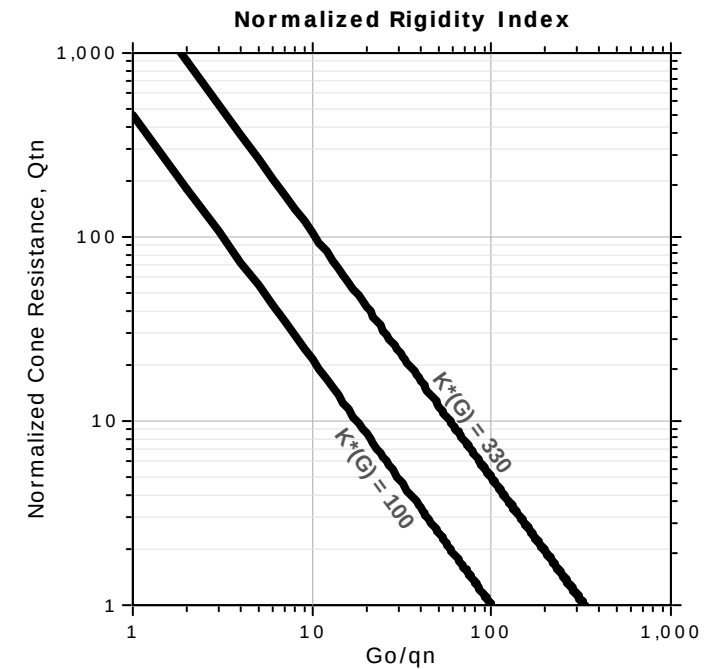
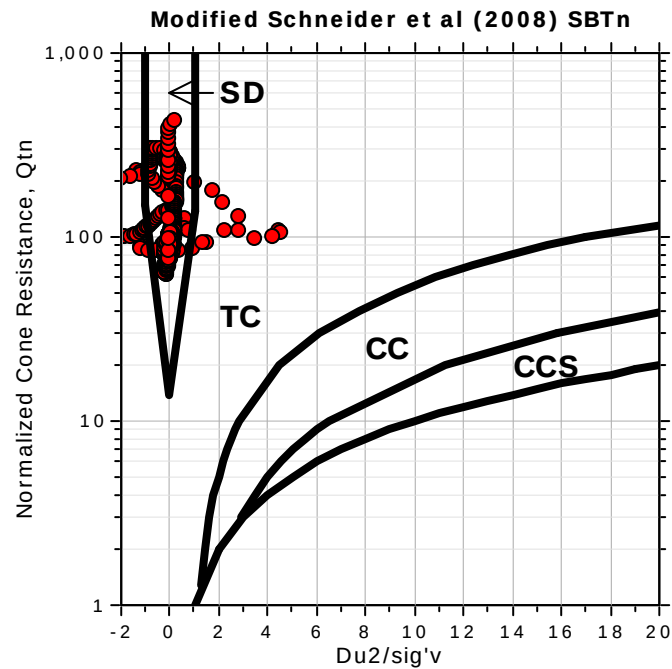
CPT: 2

Total depth: 26.06 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

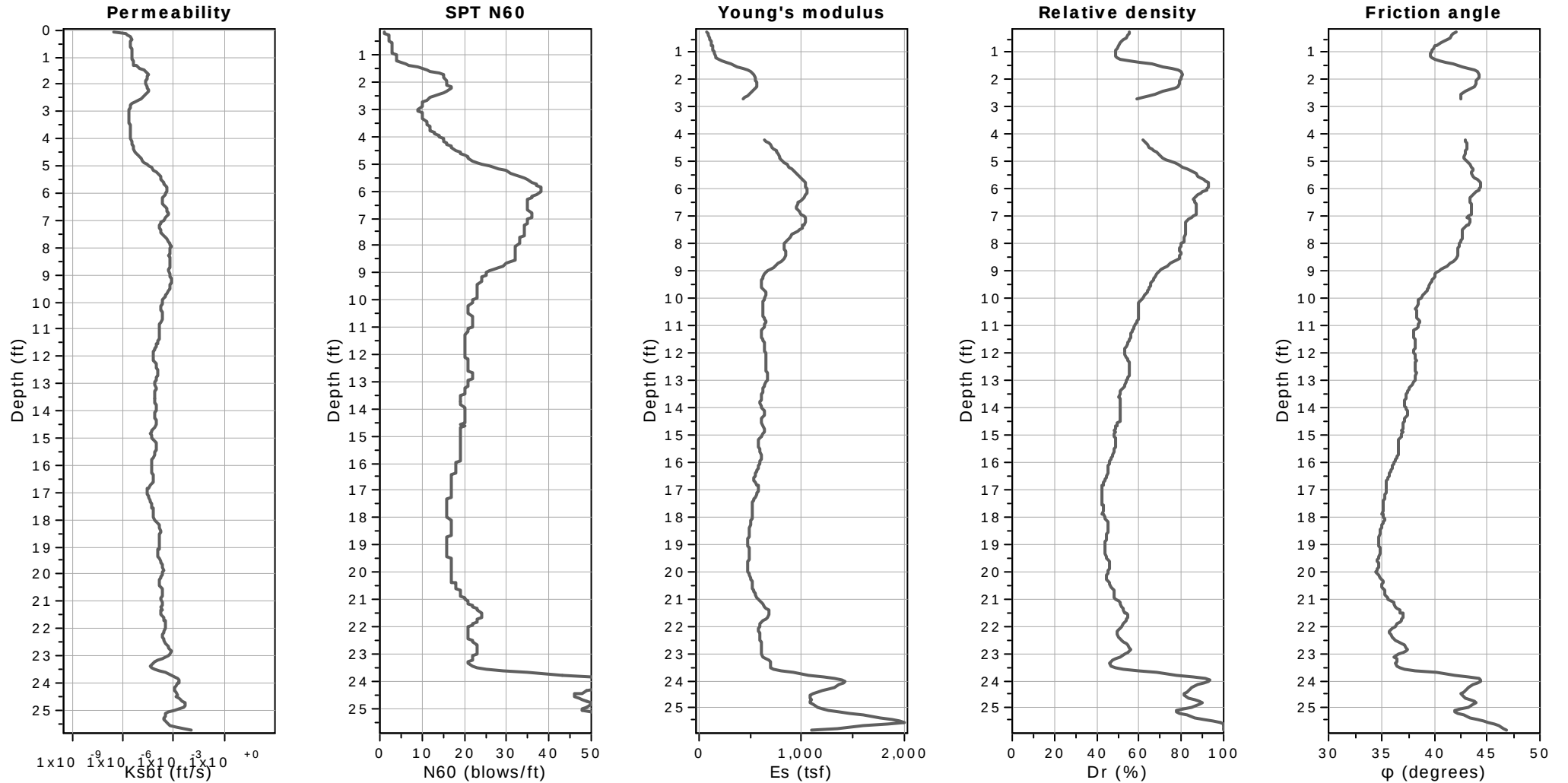


$K(G) > 330$: Soils with significant microstructure (e.g. age/cementation)



Total depth: 26.06 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

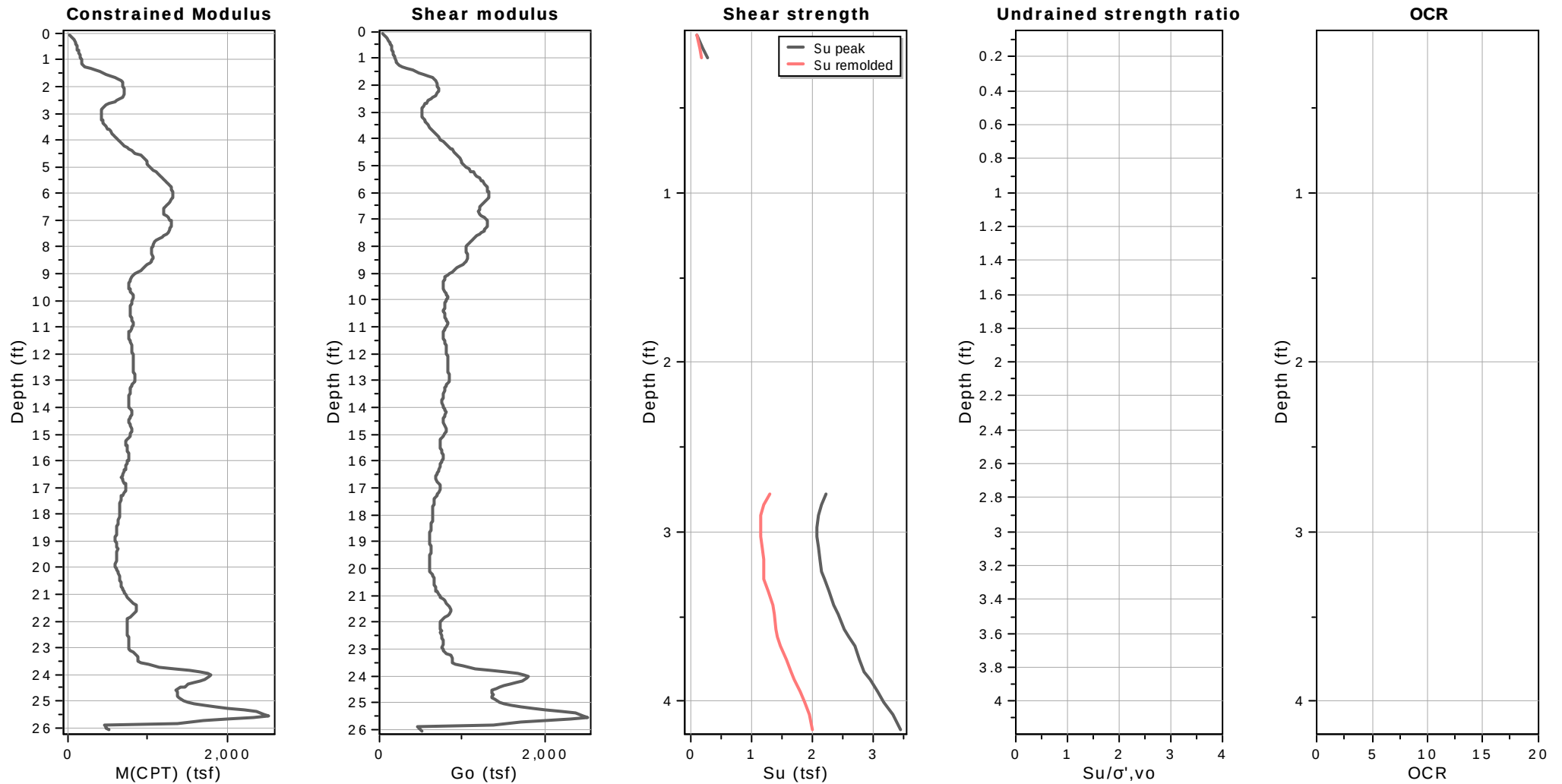
Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Total depth: 26.06 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

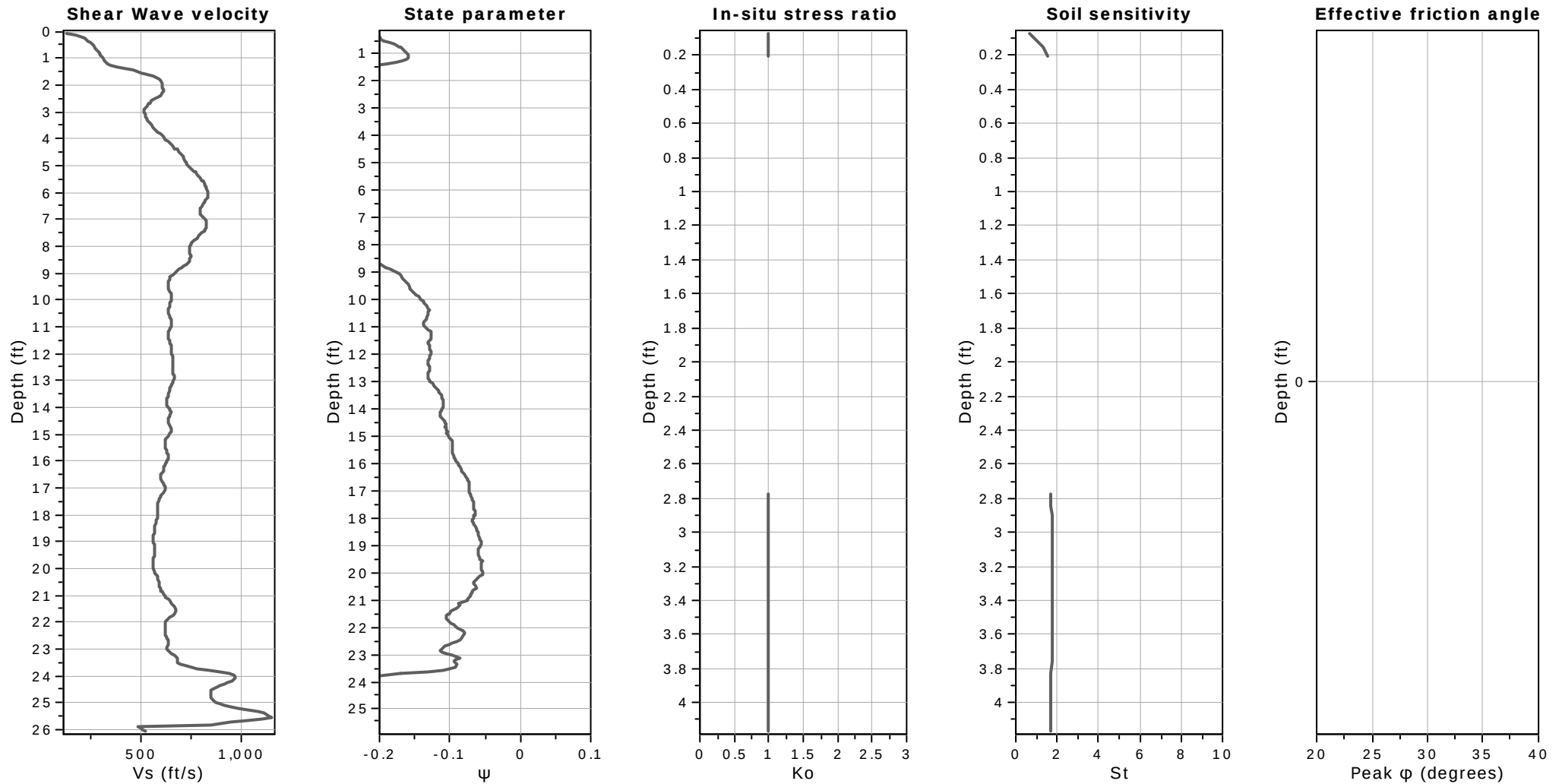
● User defined estimation data

● Flat Dilatometer Test data



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



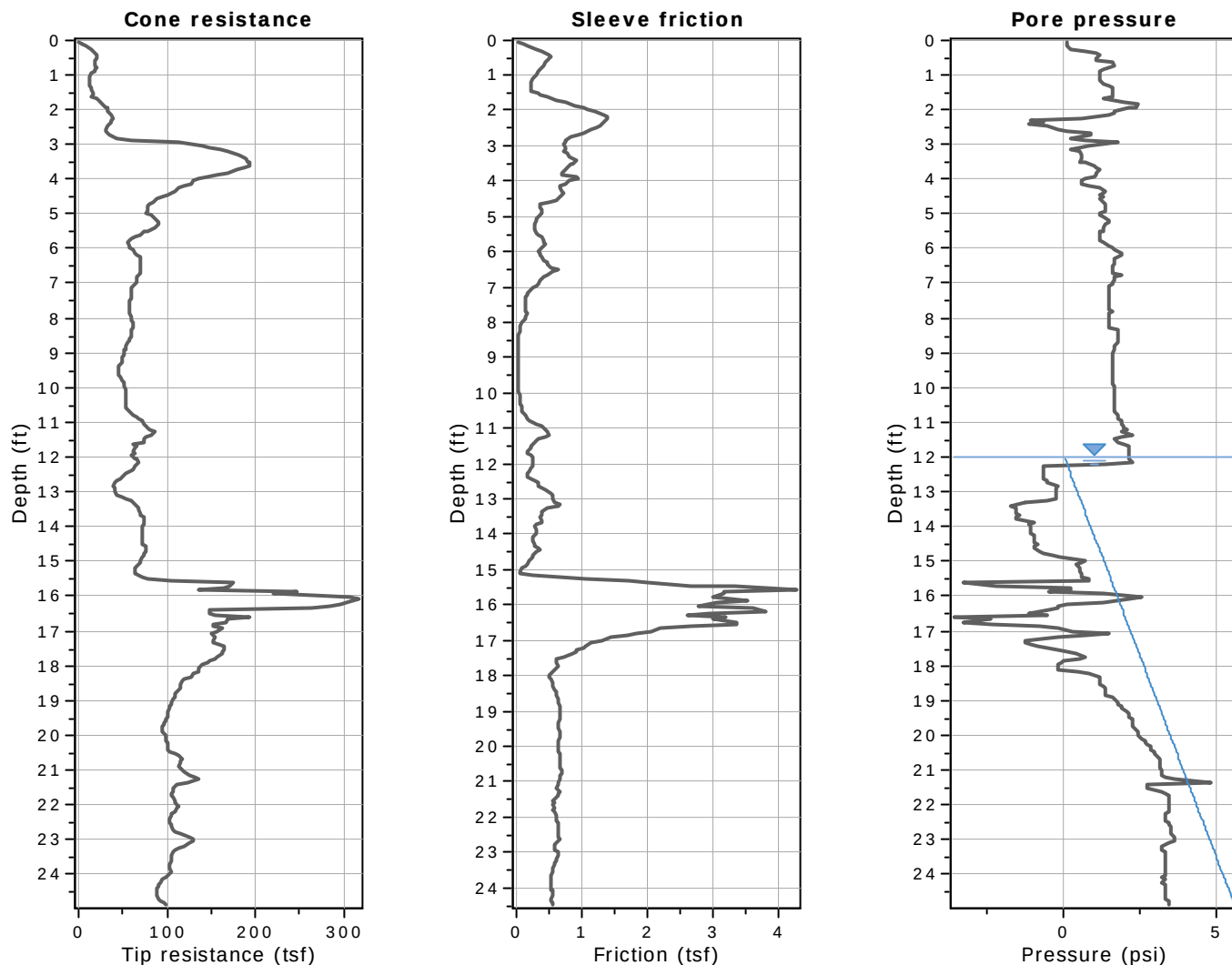
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

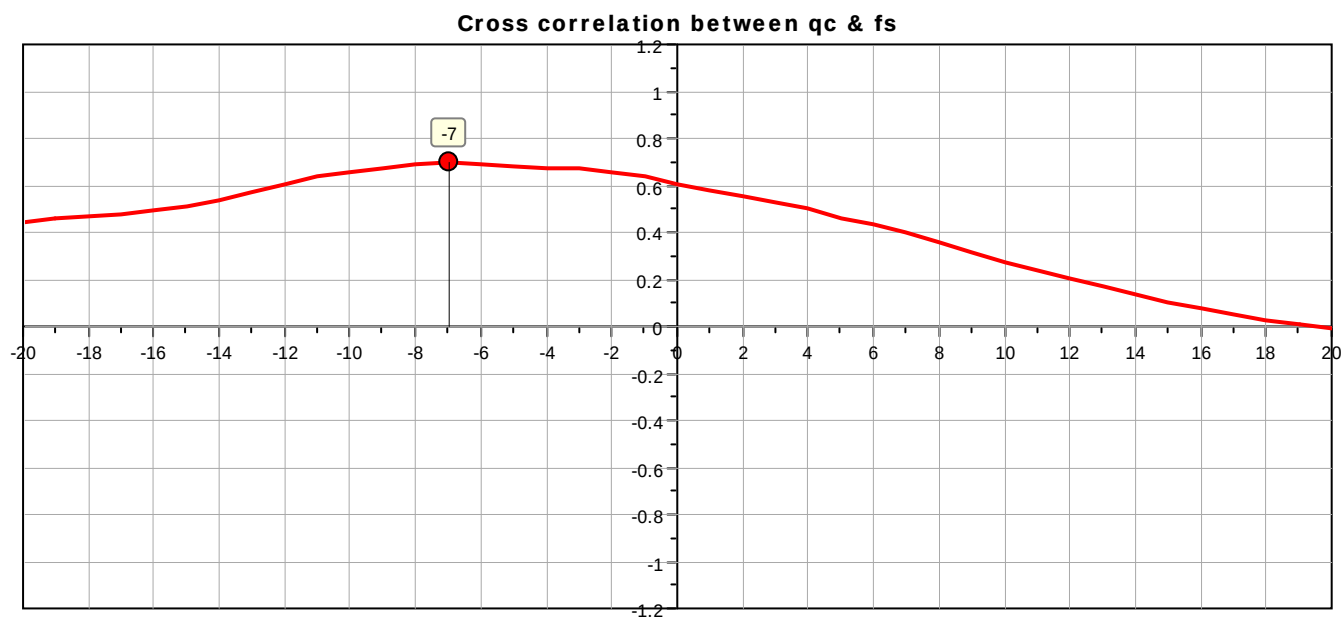
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware

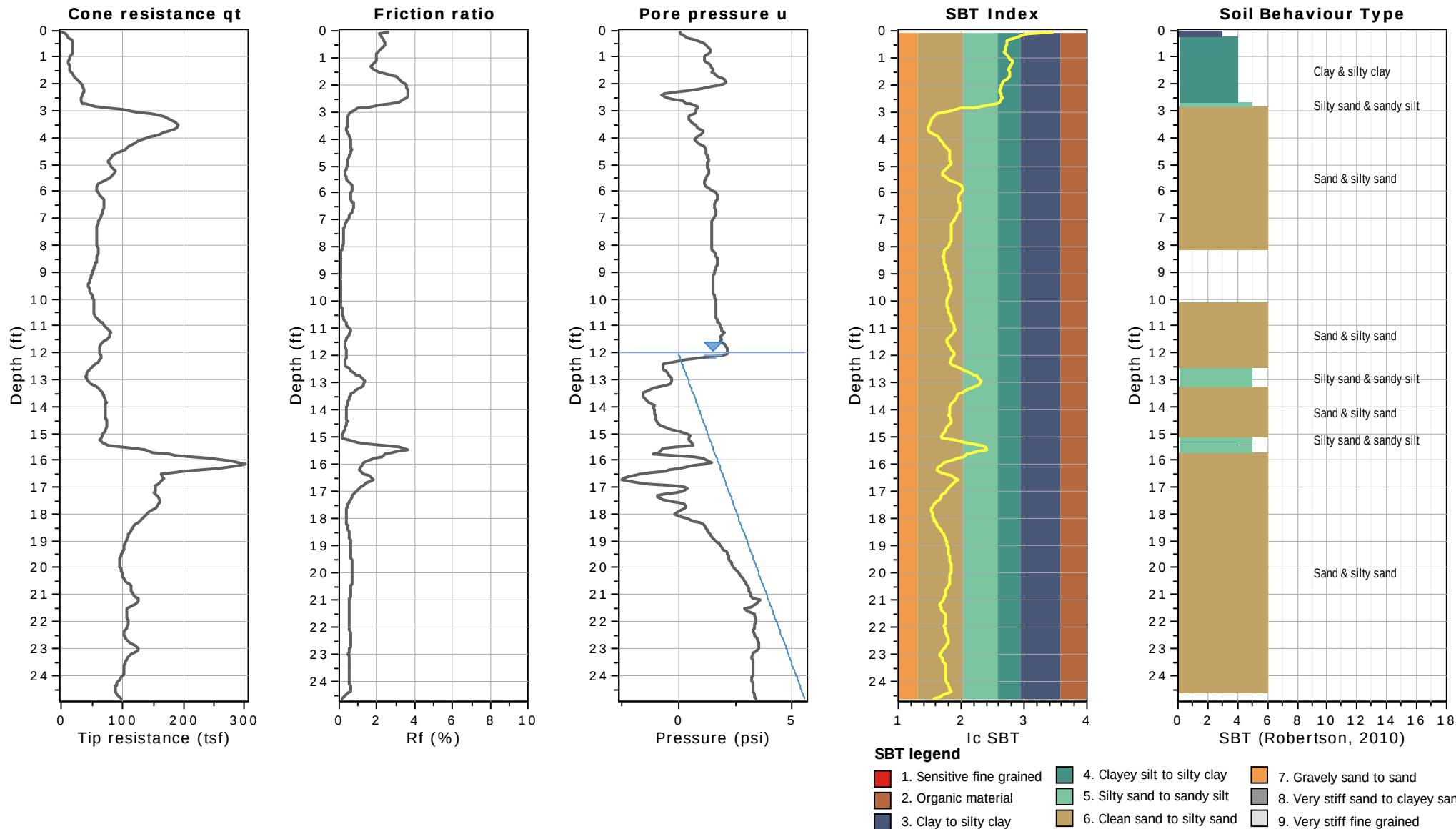


The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).

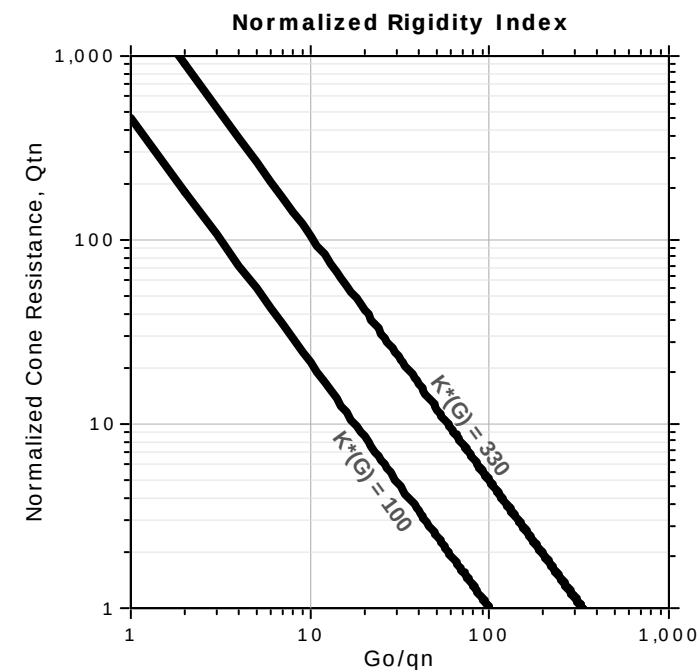
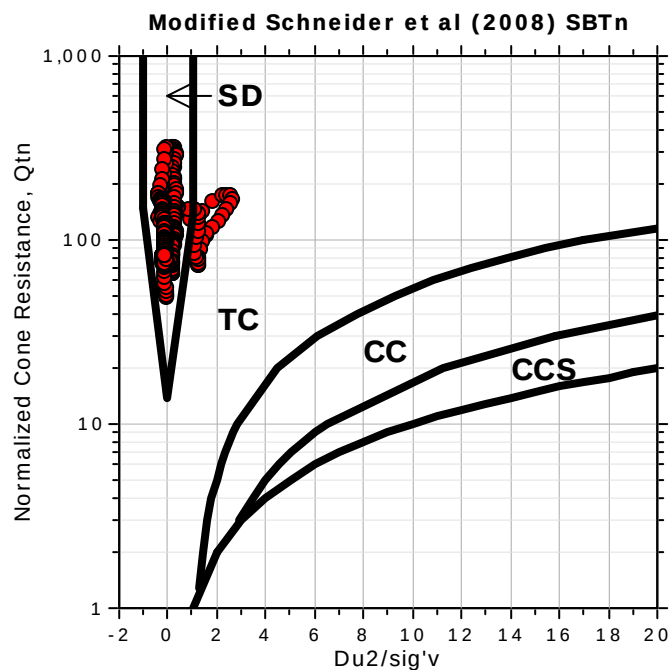
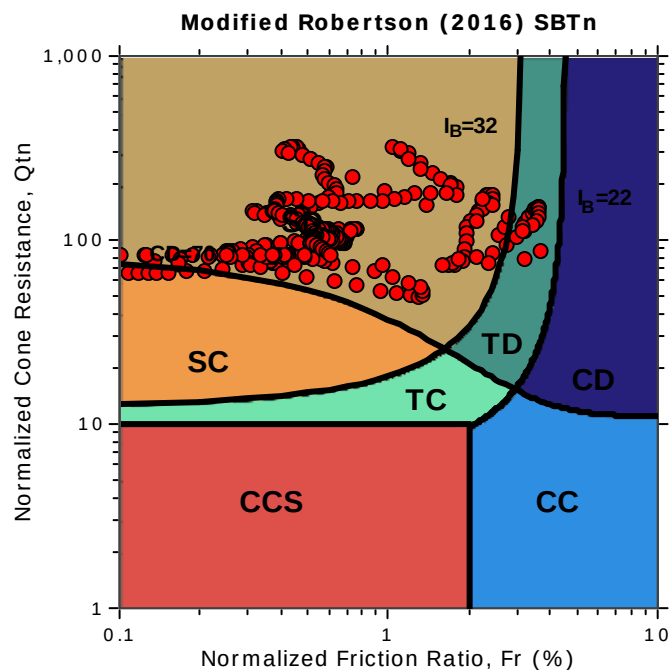


Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



Updated SBTn plots



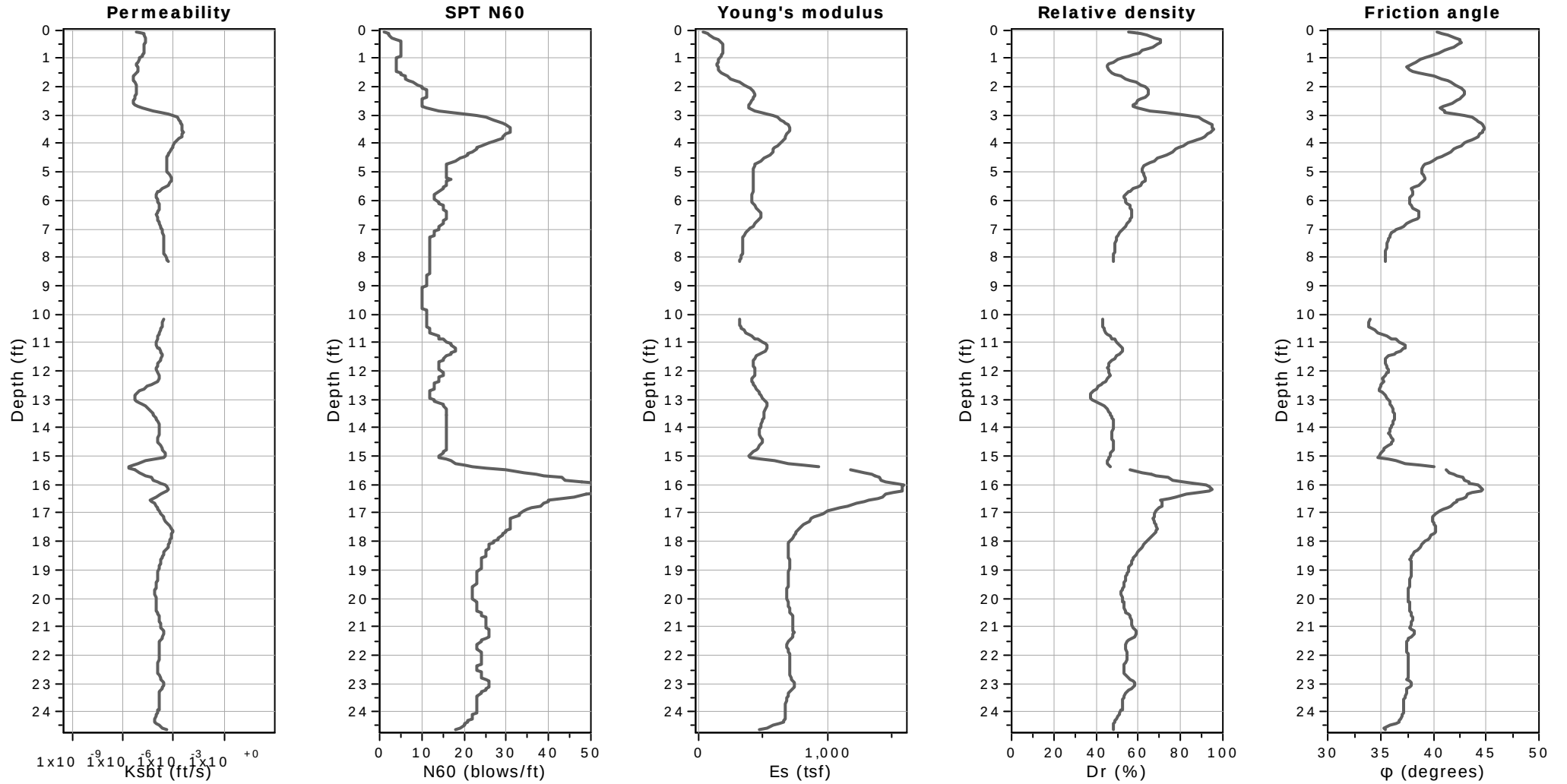
CCS: Clay-like - Contractive - Sensitive
 CC: Clay-like - Contractive
 CD: Clay-like - Dilative
 TC: Transitional - Contractive
 TD: Transitional - Dilative
 SC: Sand-like - Contractive
 SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
 (e.g. age/cementation)



Total depth: 24.87 ft, Date: 4/20/2022
Surface Elevation: 71.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

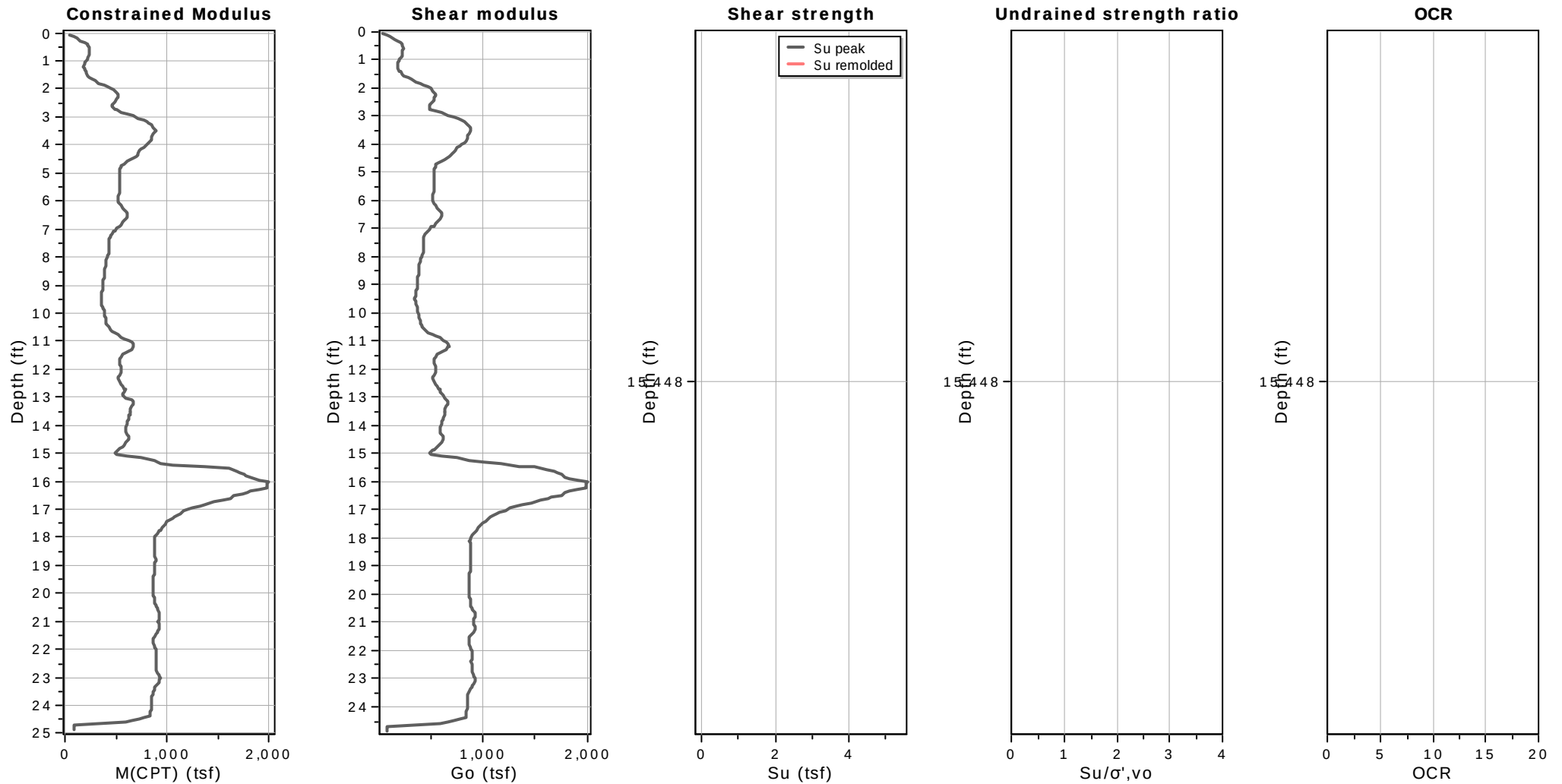
Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

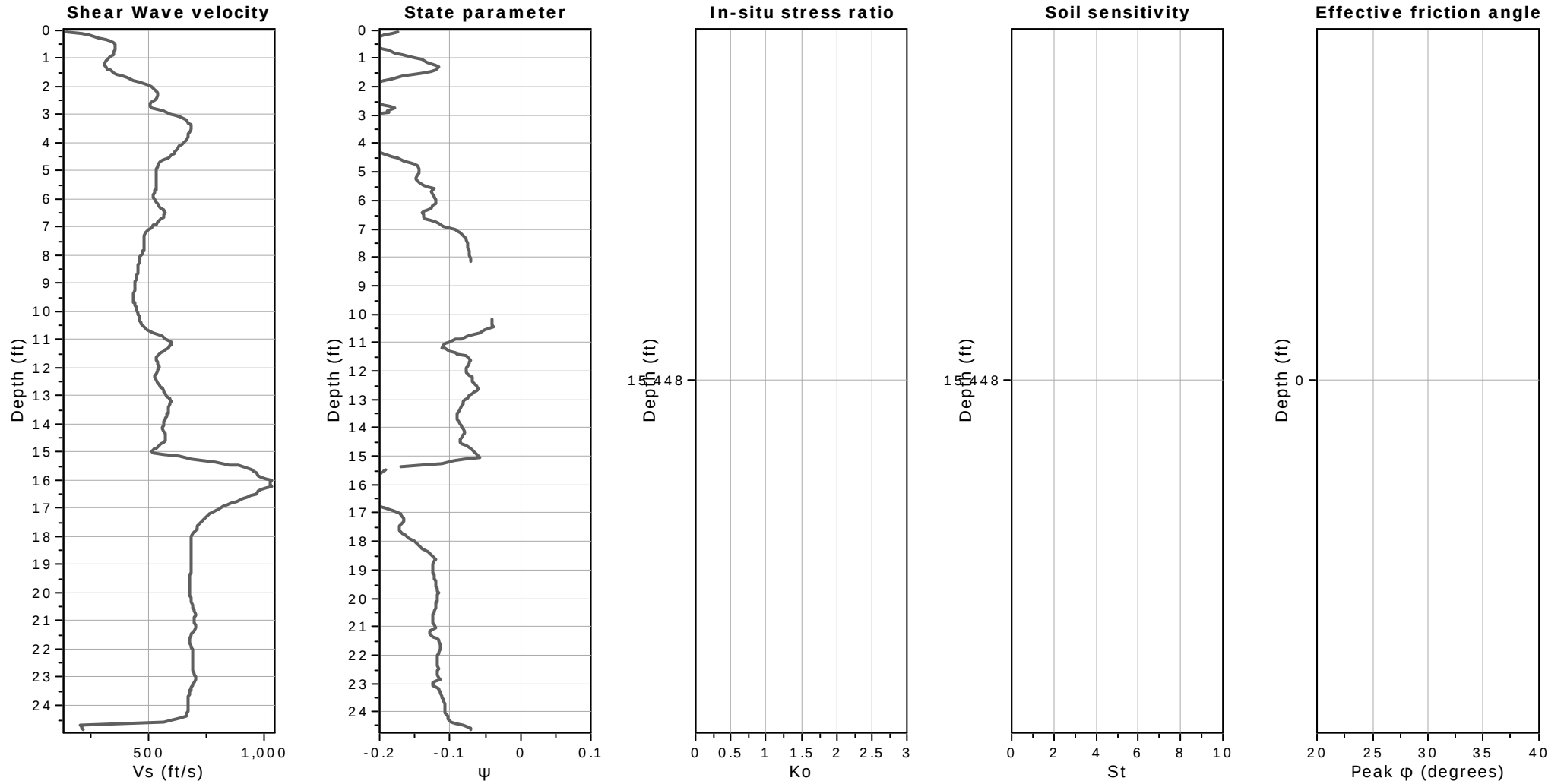
—●— User defined estimation data

—●— Flat Dilatometer Test data



Total depth: 24.87 ft, Date: 4/20/2022
Surface Elevation: 71.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

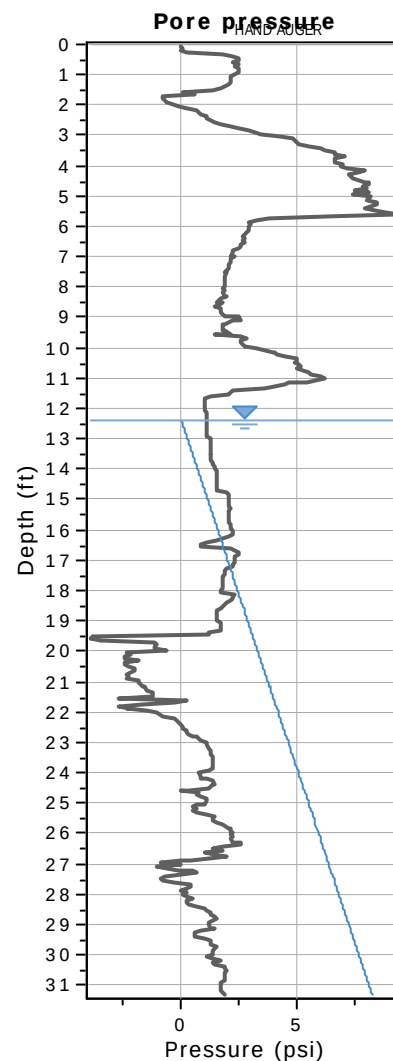
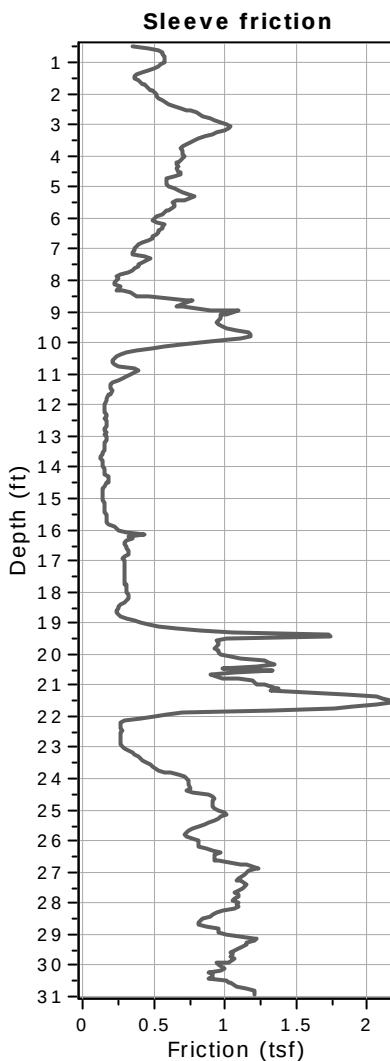
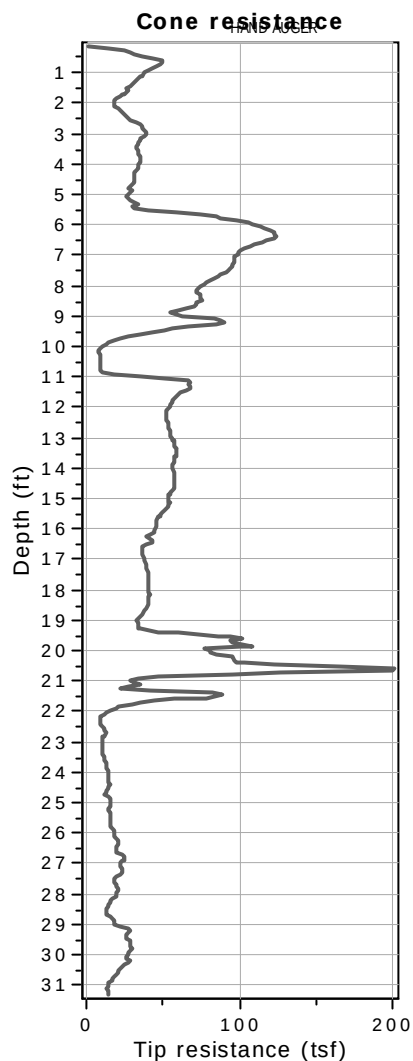
Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

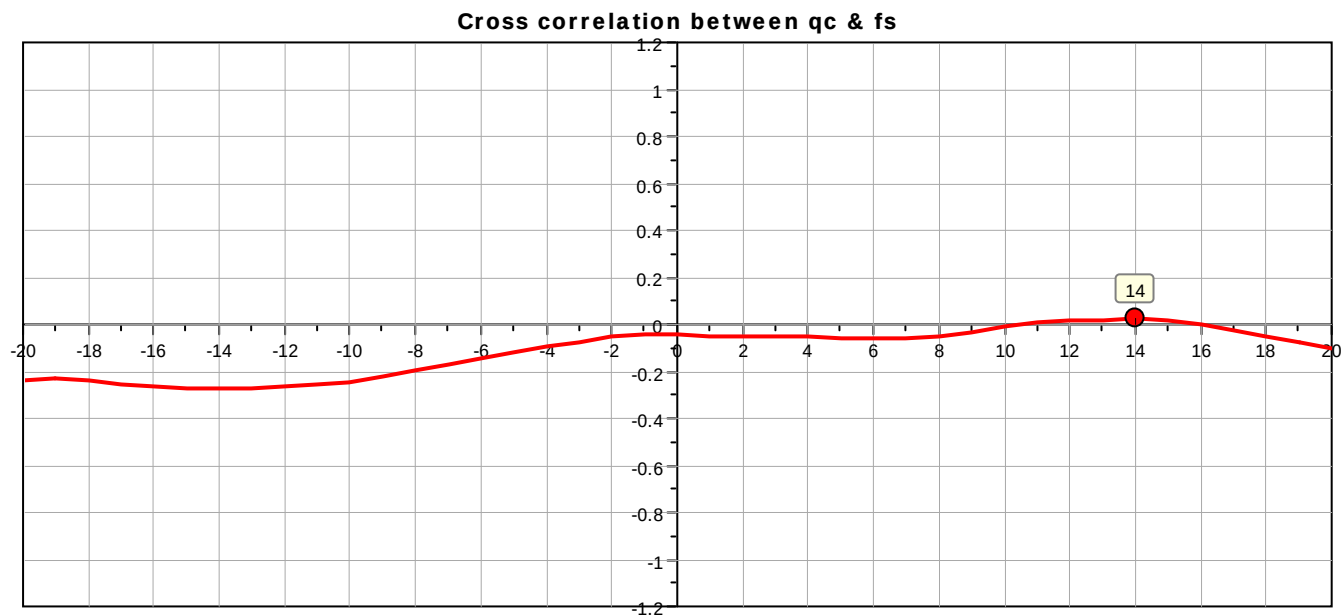


Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware

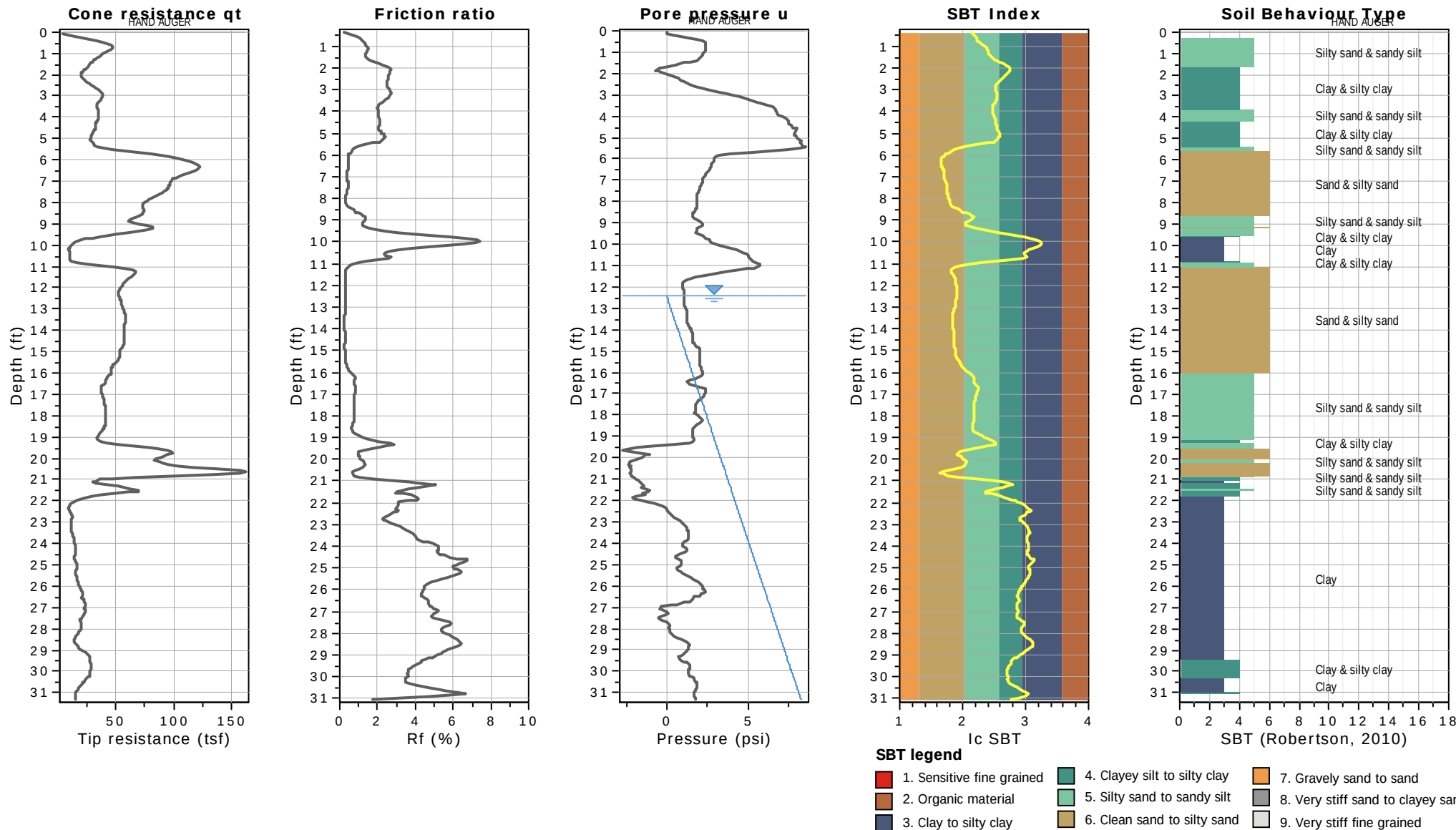


The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



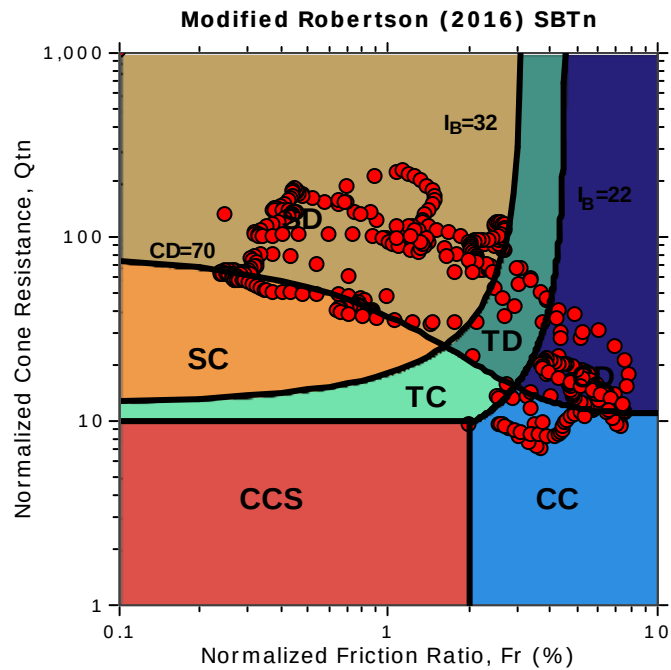


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

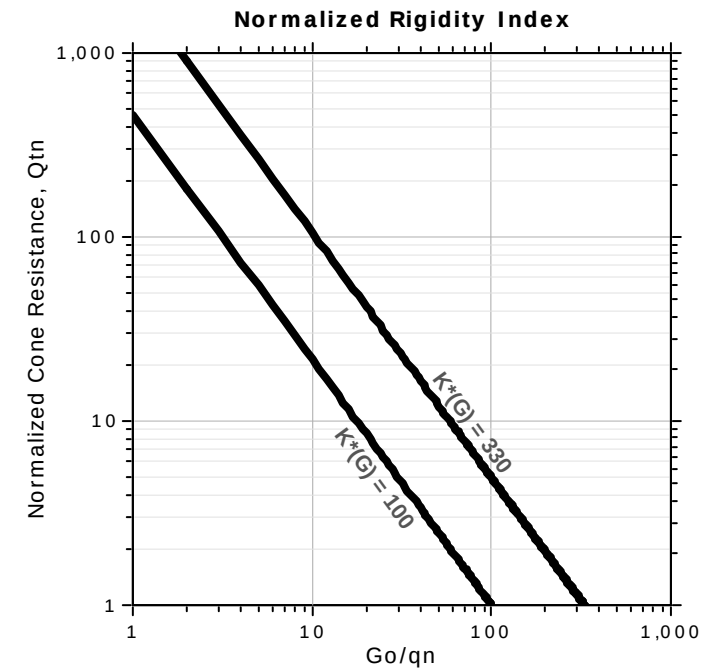
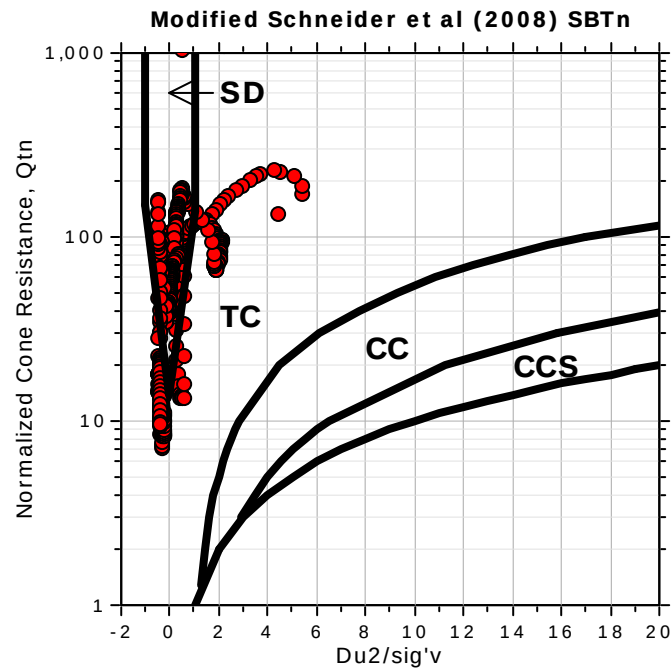
CPT: 4

Total depth: 31.31 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

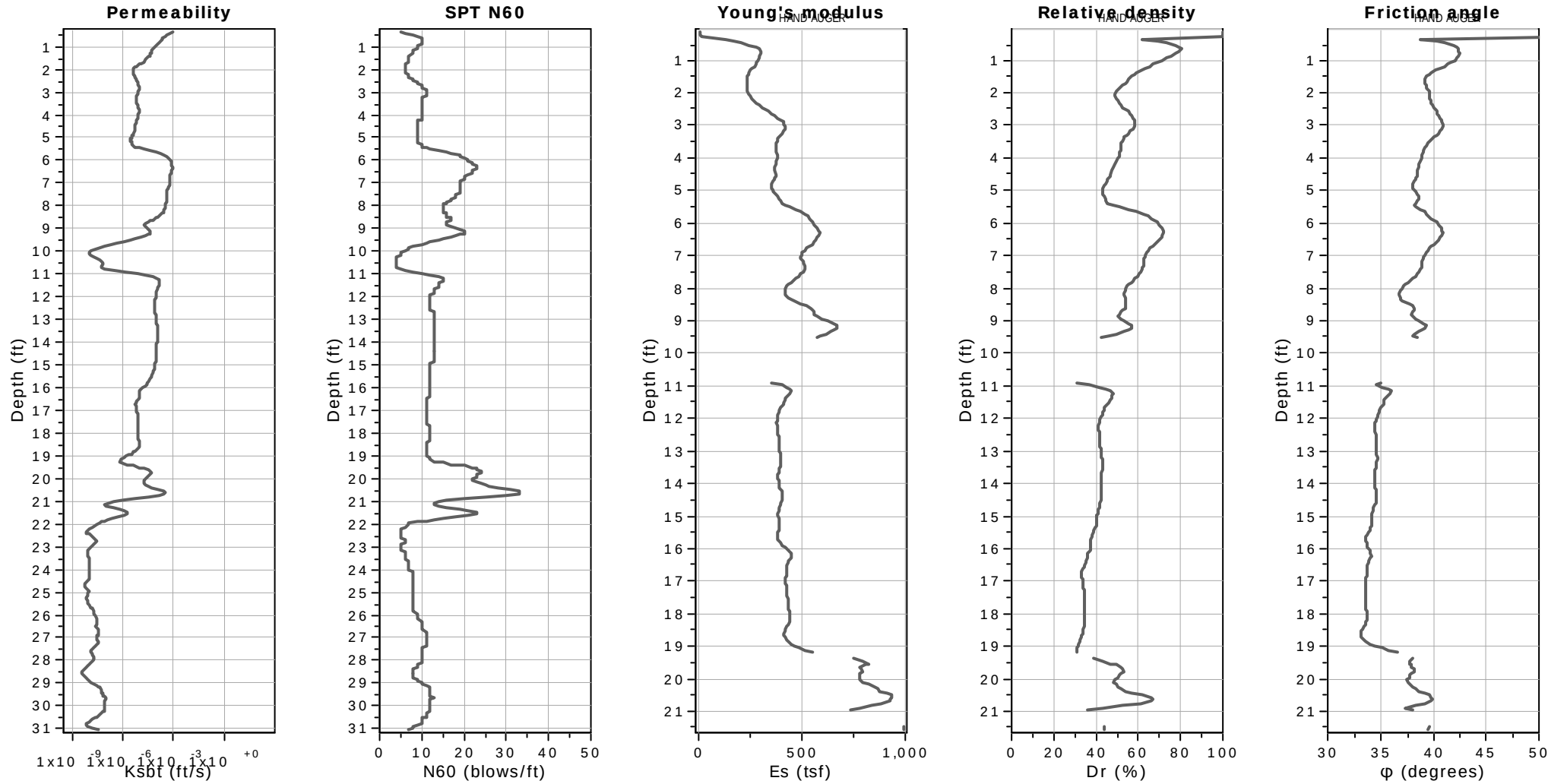


$K(G) > 330$: Soils with significant microstructure (e.g. age/cementation)



Total depth: 31.31 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

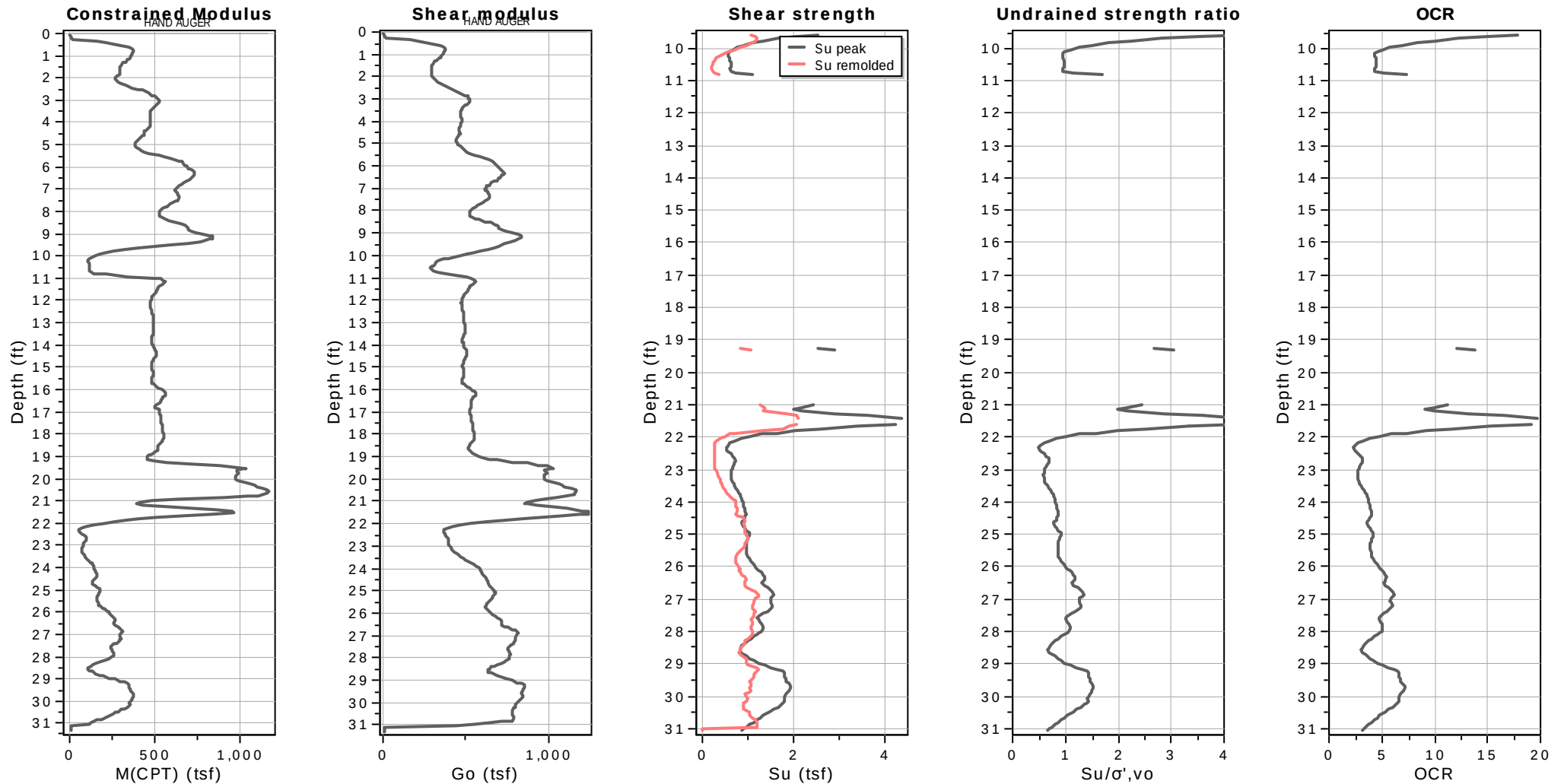
Phi: Based on Kulhawy & Mayne (1990)

—●— User defined estimation data



Total depth: 31.31 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

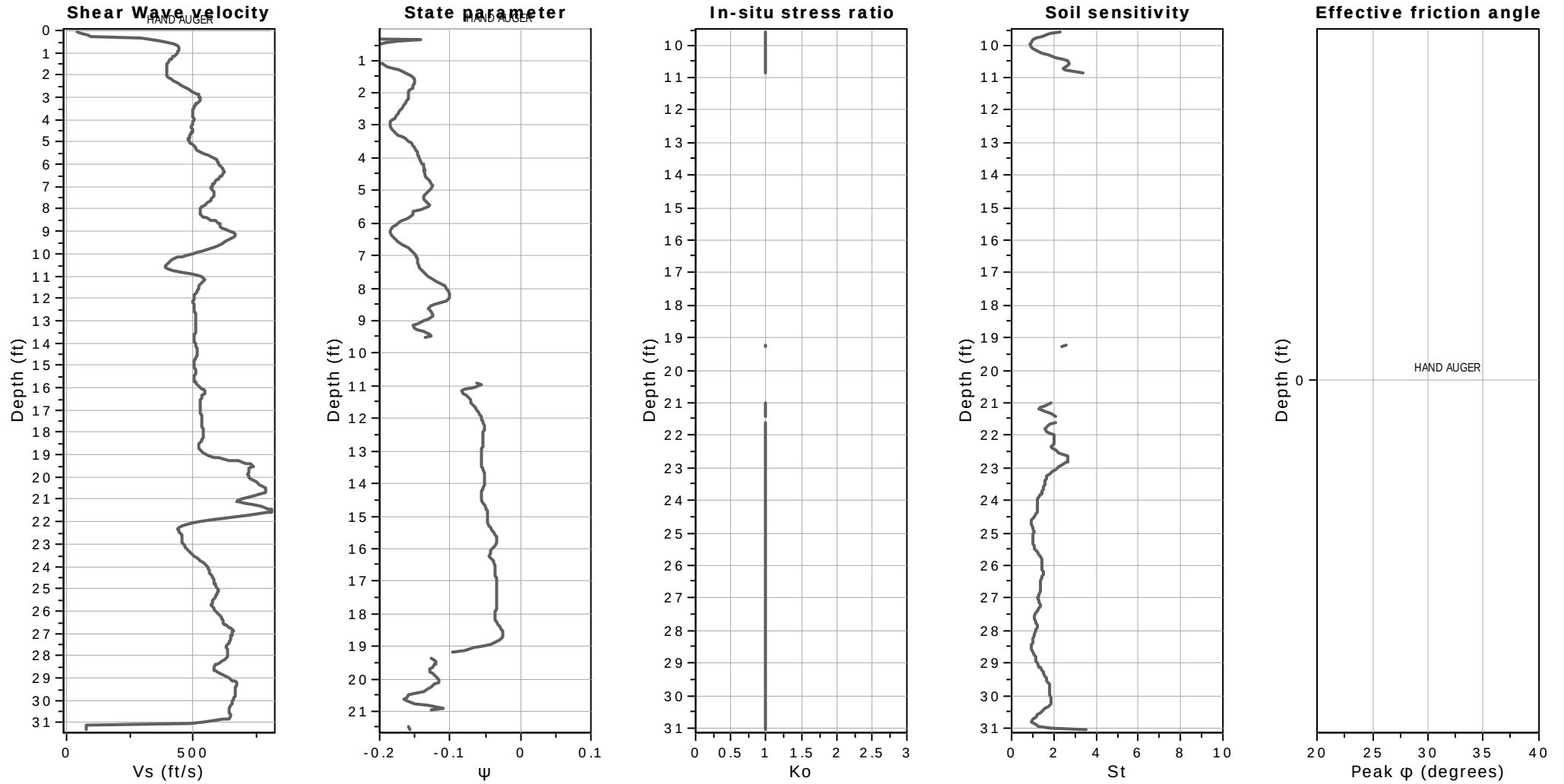
● User defined estimation data

● Flat Dilatometer Test data



Total depth: 31.31 ft, Date: 4/20/2022
Surface Elevation: 75.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



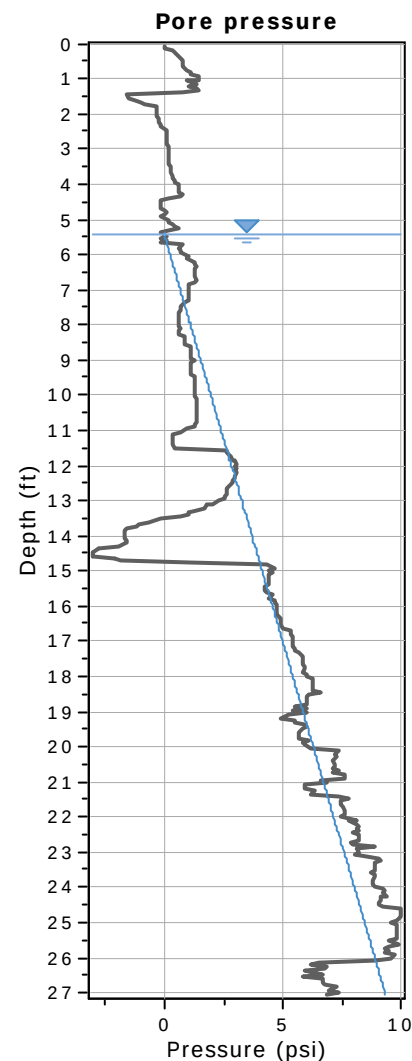
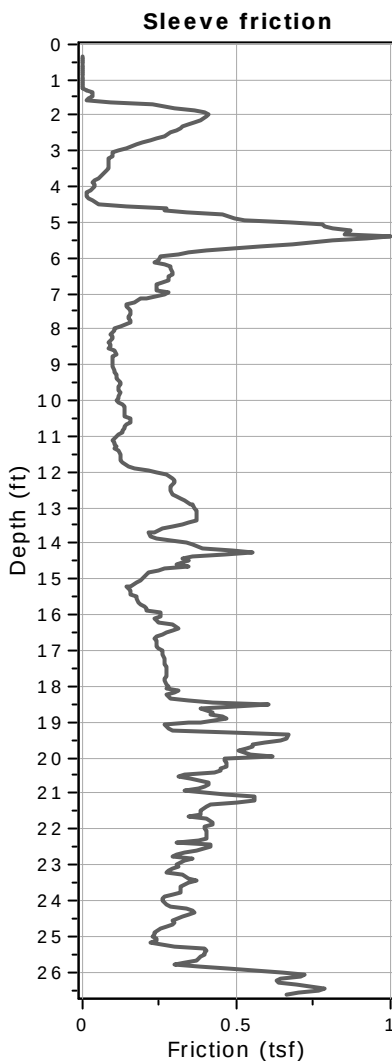
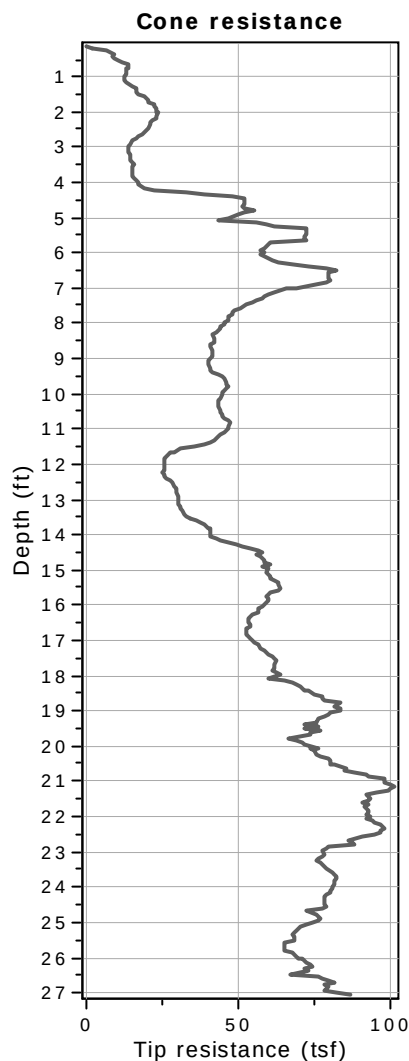
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

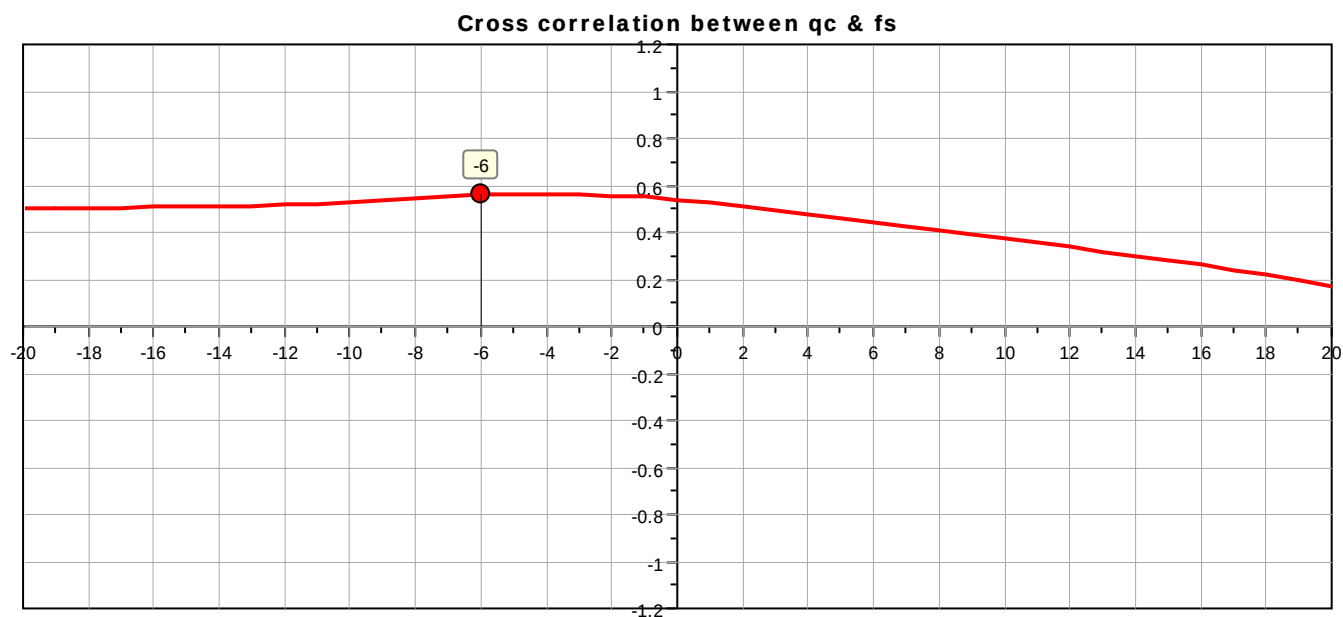
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware

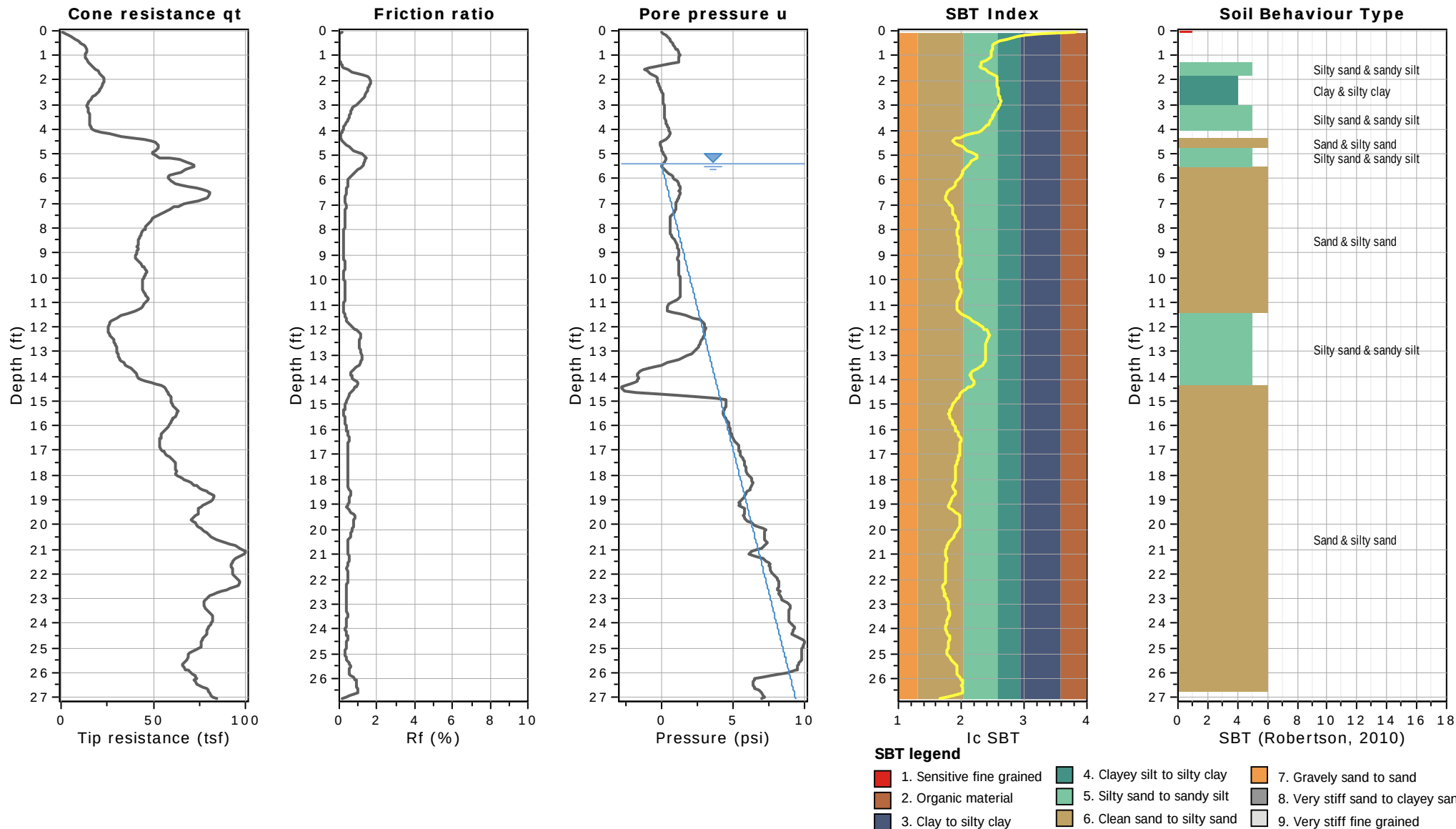


The plot below presents the cross correlation coefficient between the raw q_c and f_s values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



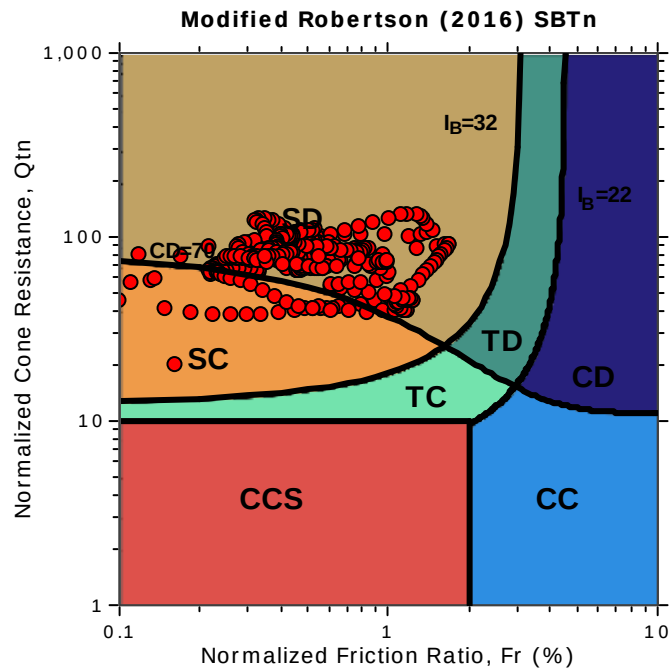


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

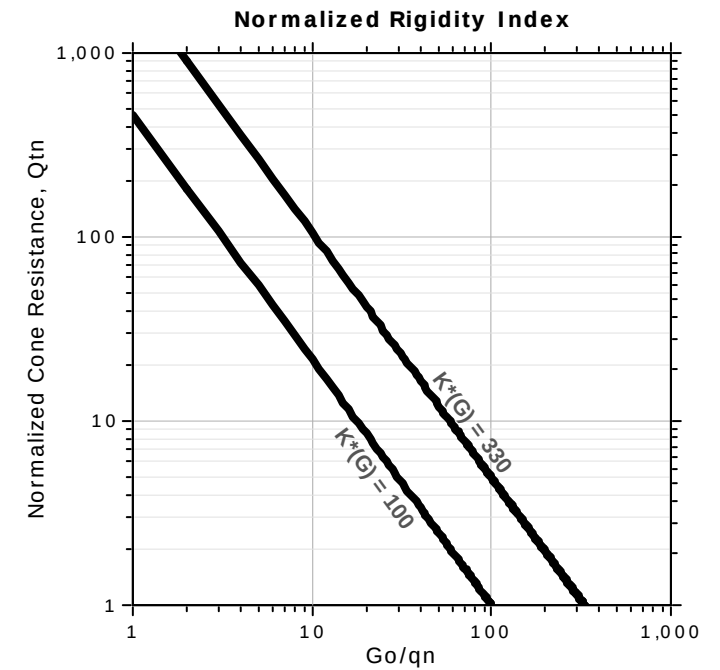
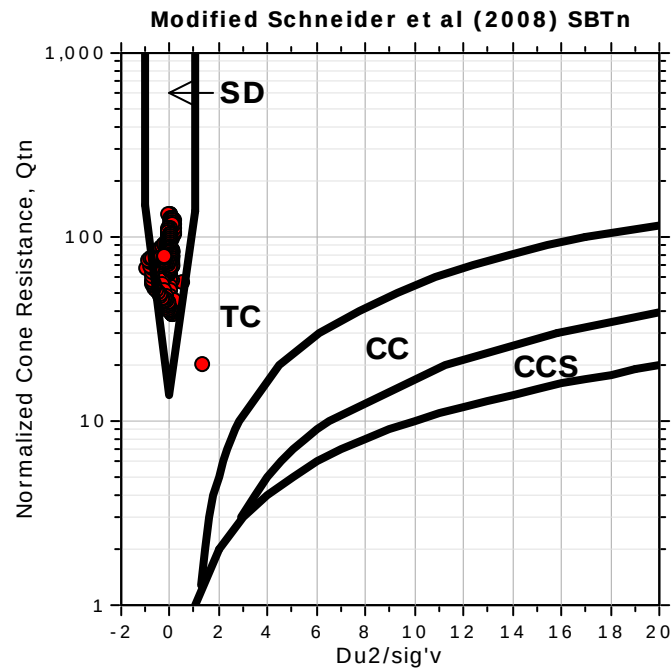
CPT: 5

Total depth: 27.05 ft, Date: 4/20/2022
Surface Elevation: 73.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



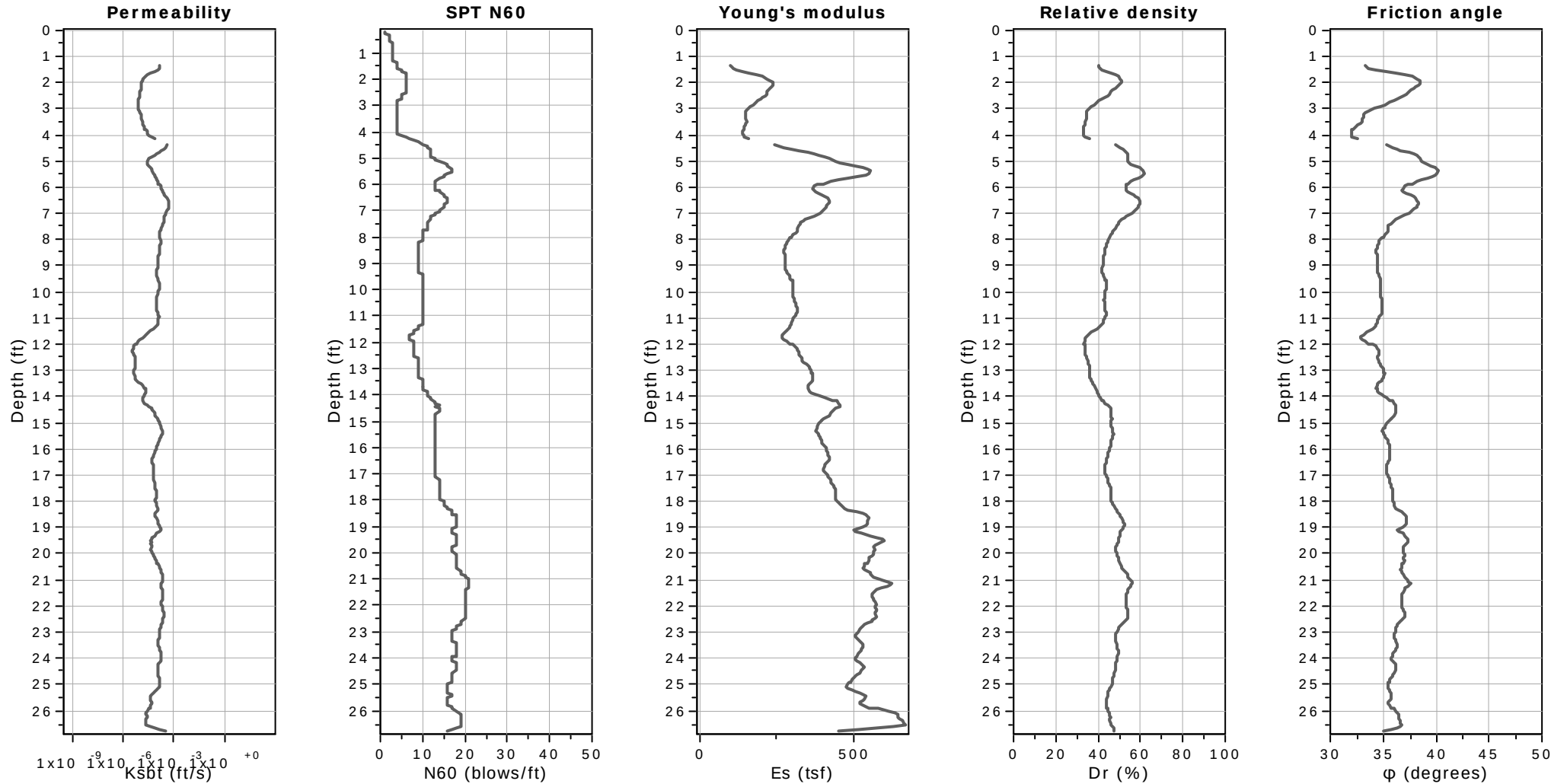
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

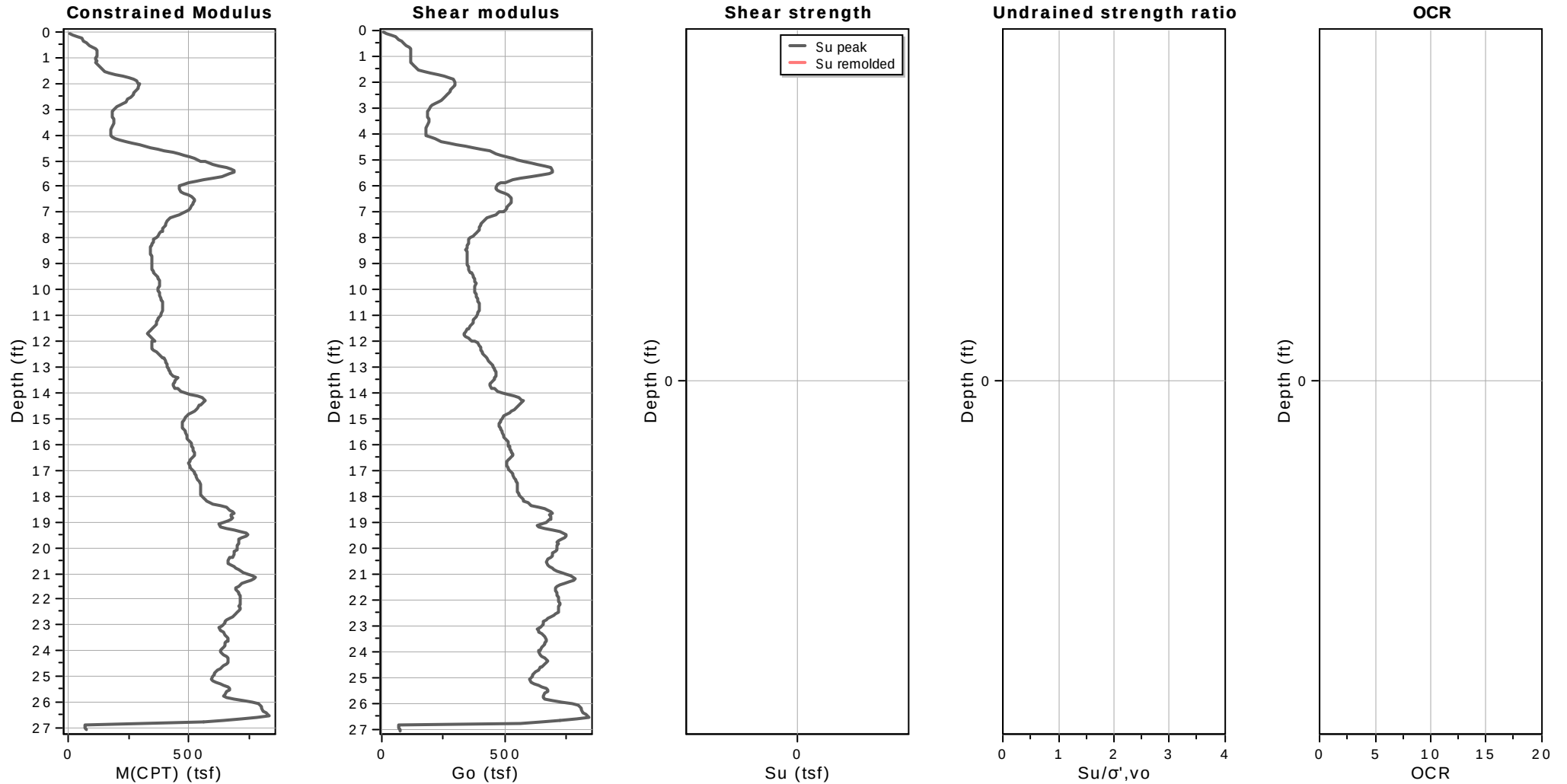
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

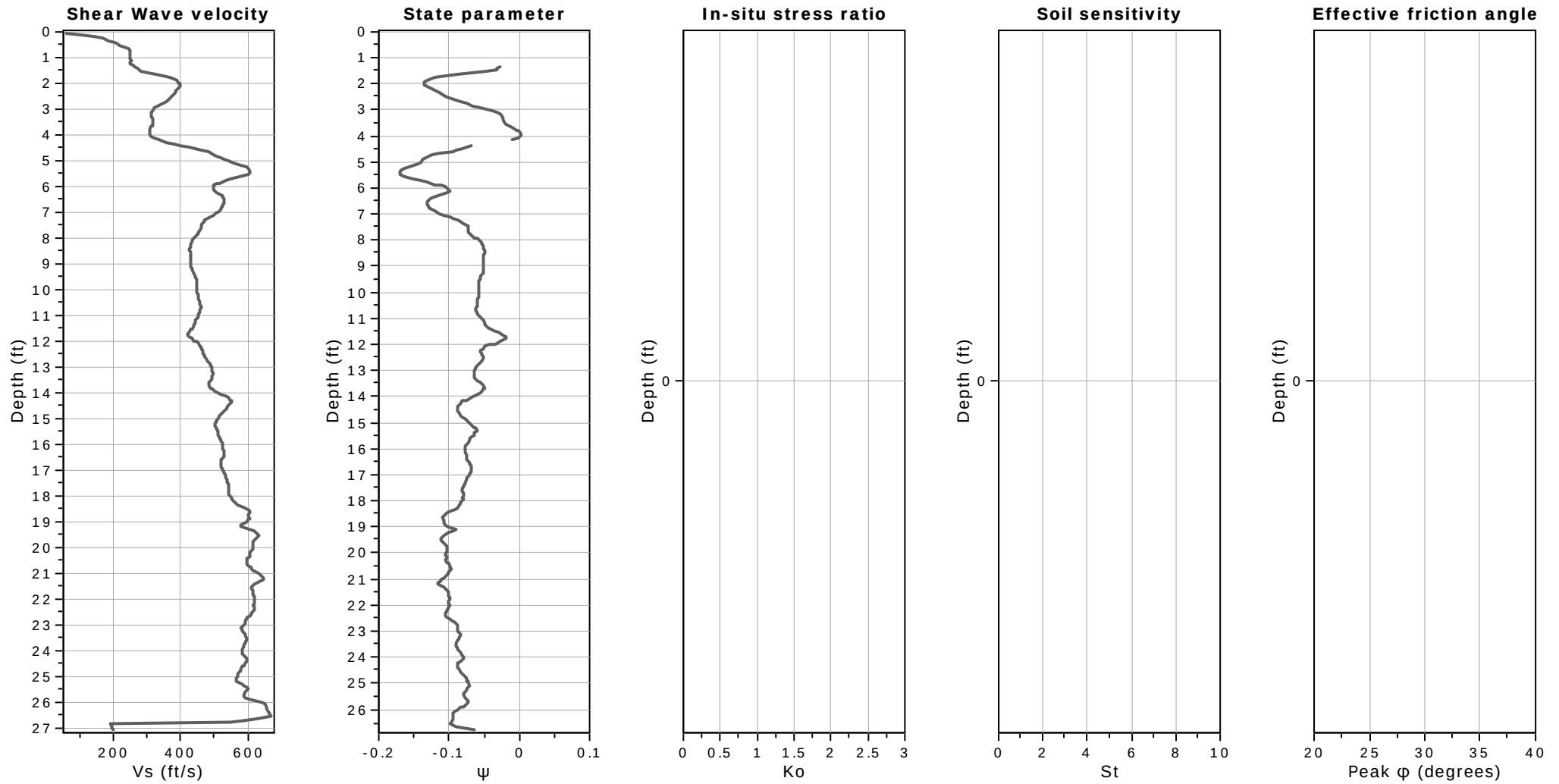
● User defined estimation data

● Flat Dilatometer Test data



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



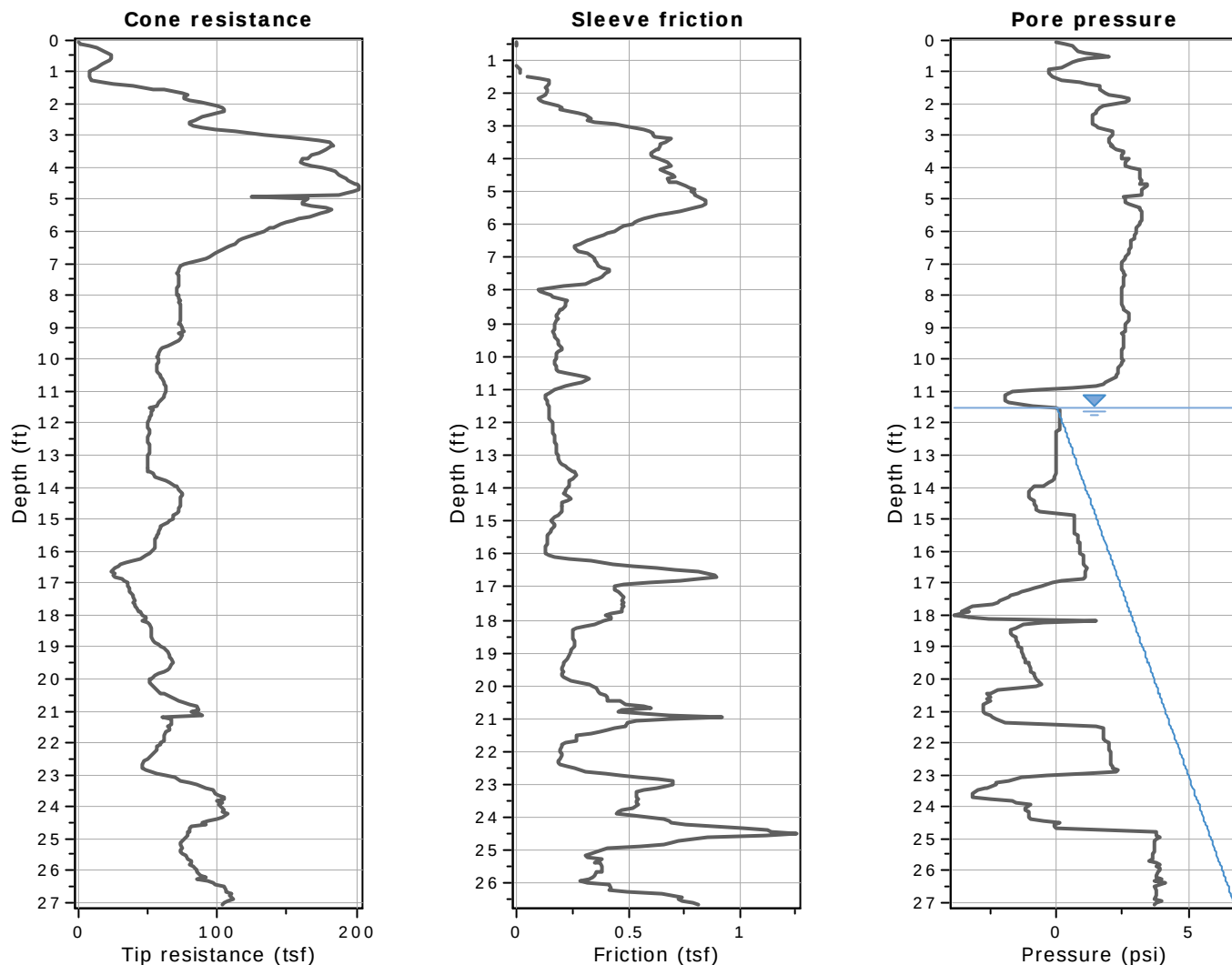
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

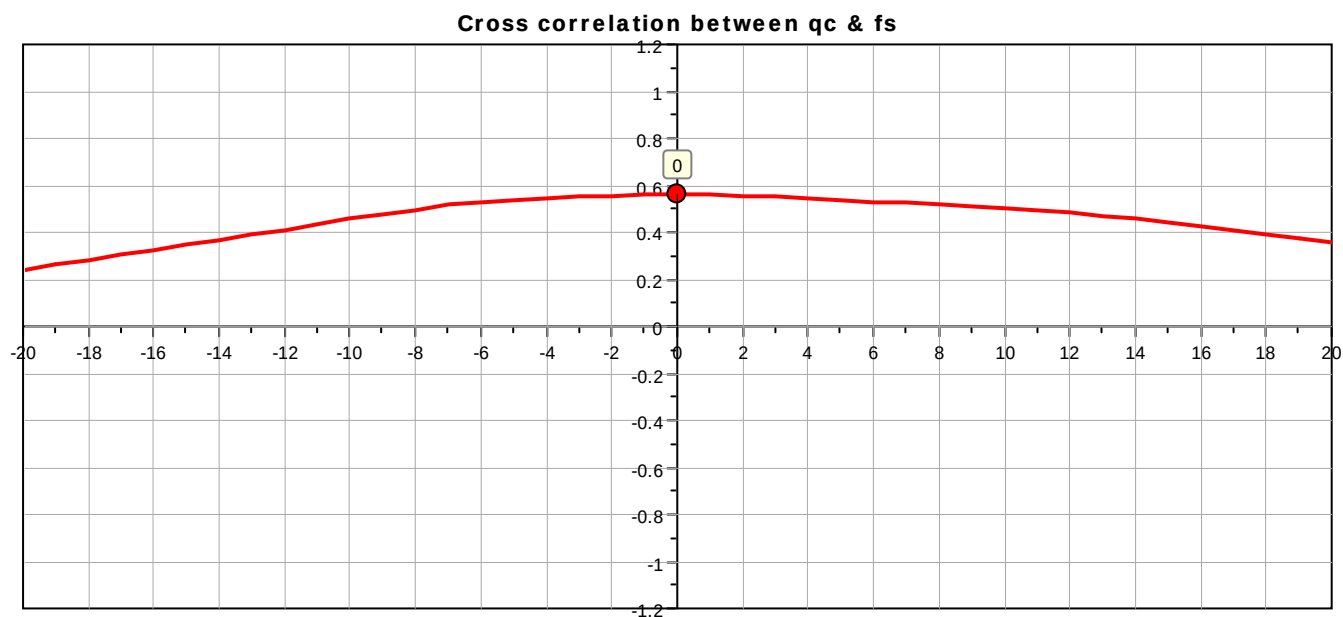
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



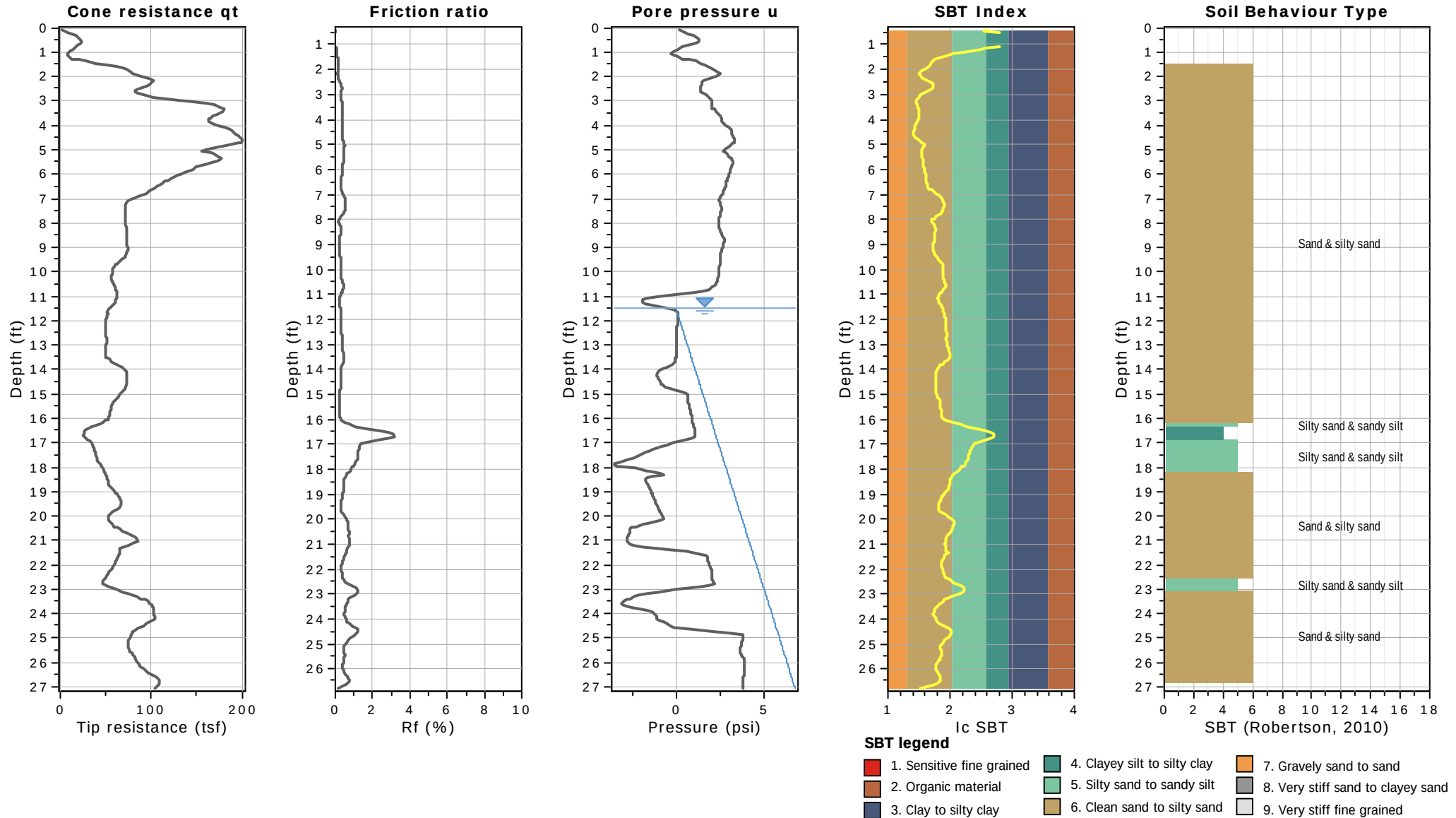
The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).





Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



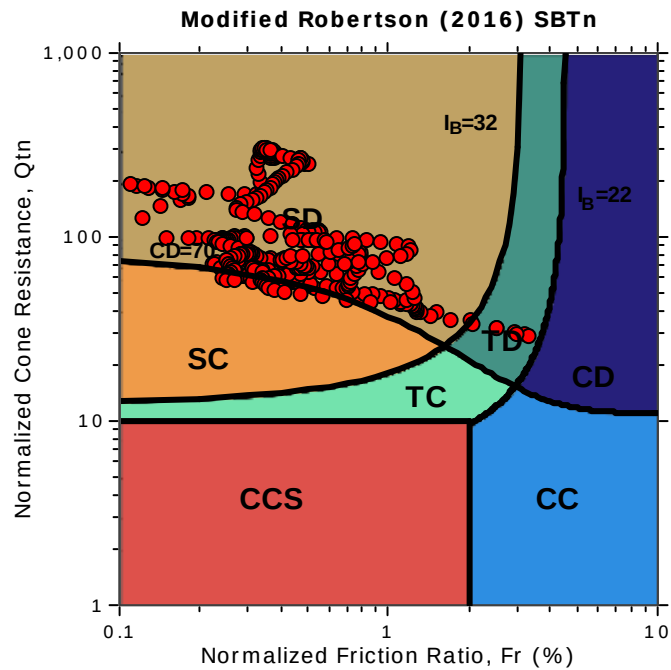


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

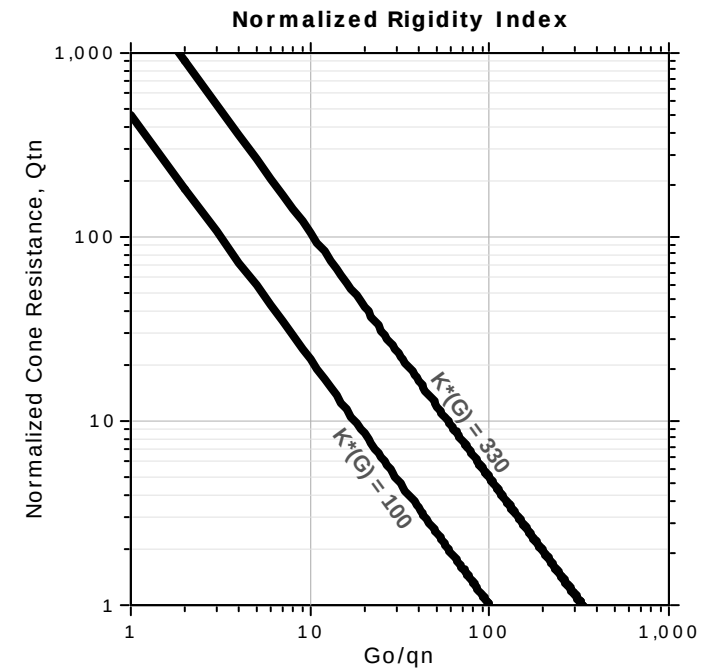
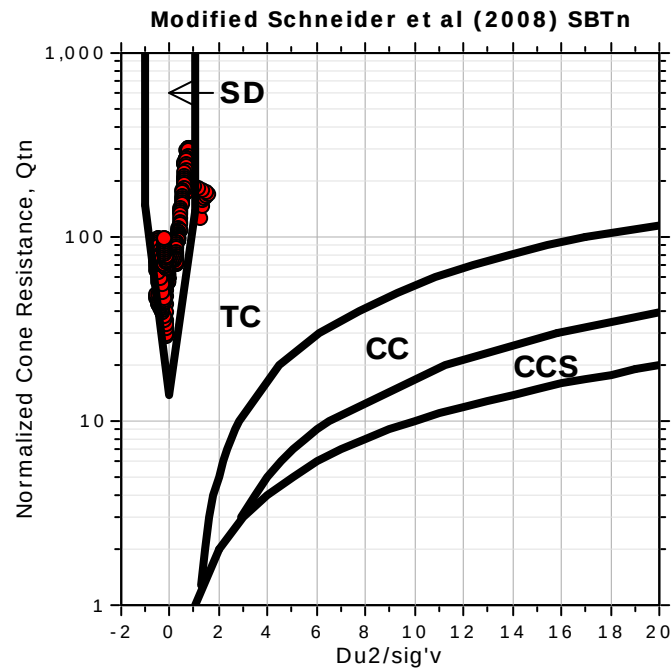
CPT: 6

Total depth: 27.06 ft, Date: 4/20/2022
Surface Elevation: 78.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



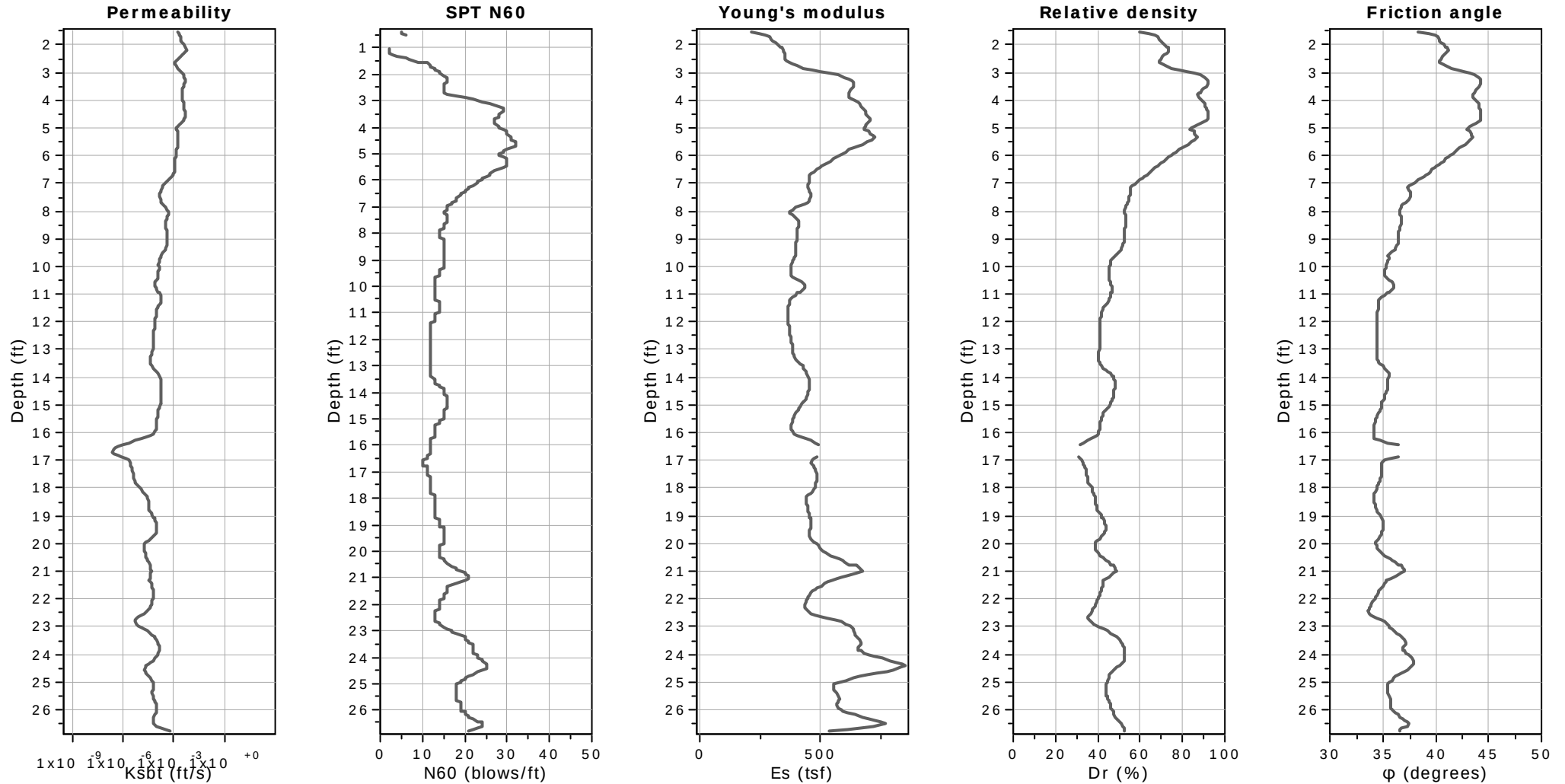
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

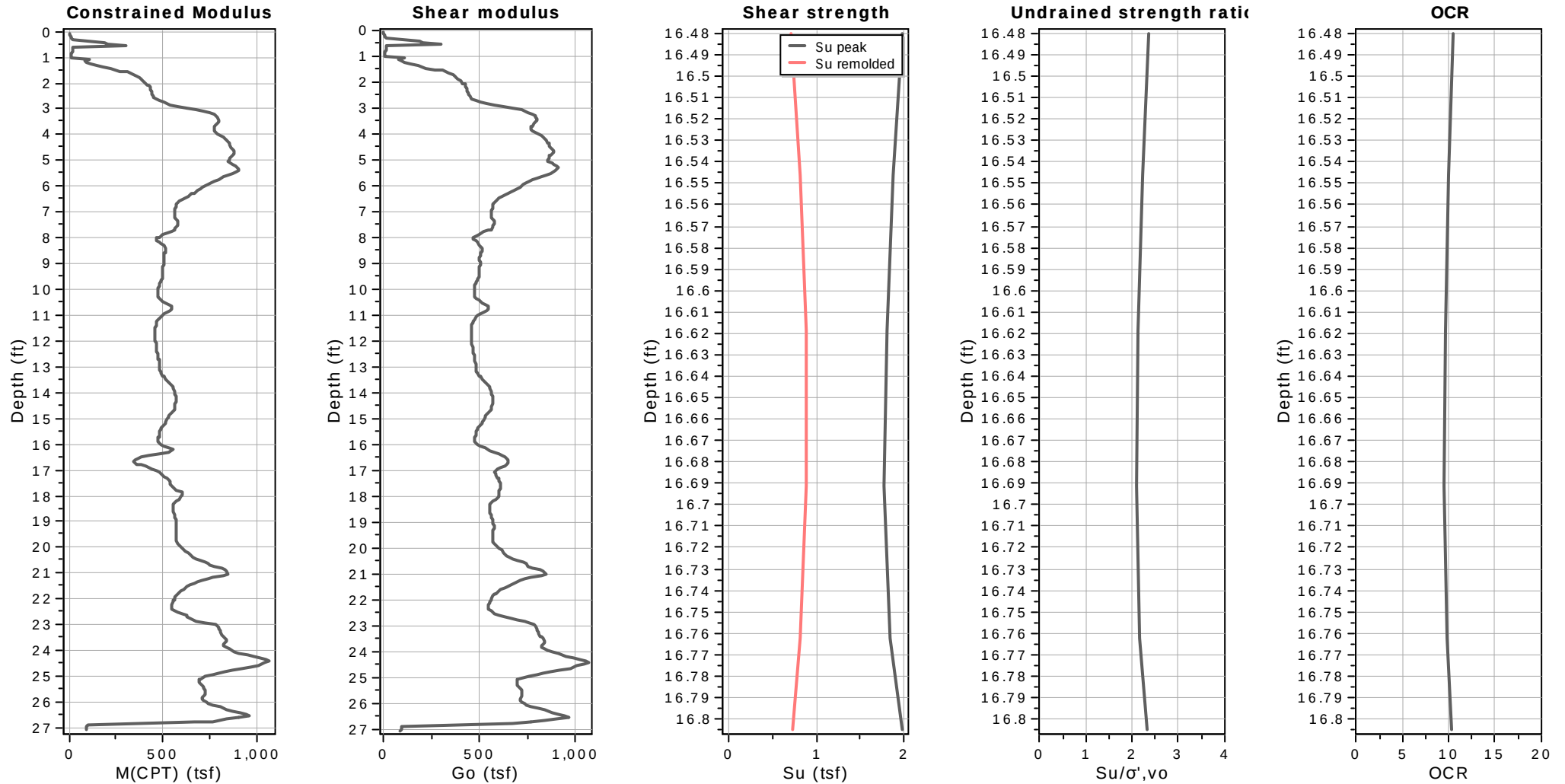
Phi: Based on Kulhawy & Mayne (1990)

● — User defined estimation data



Total depth: 27.06 ft, Date: 4/20/2022
Surface Elevation: 78.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

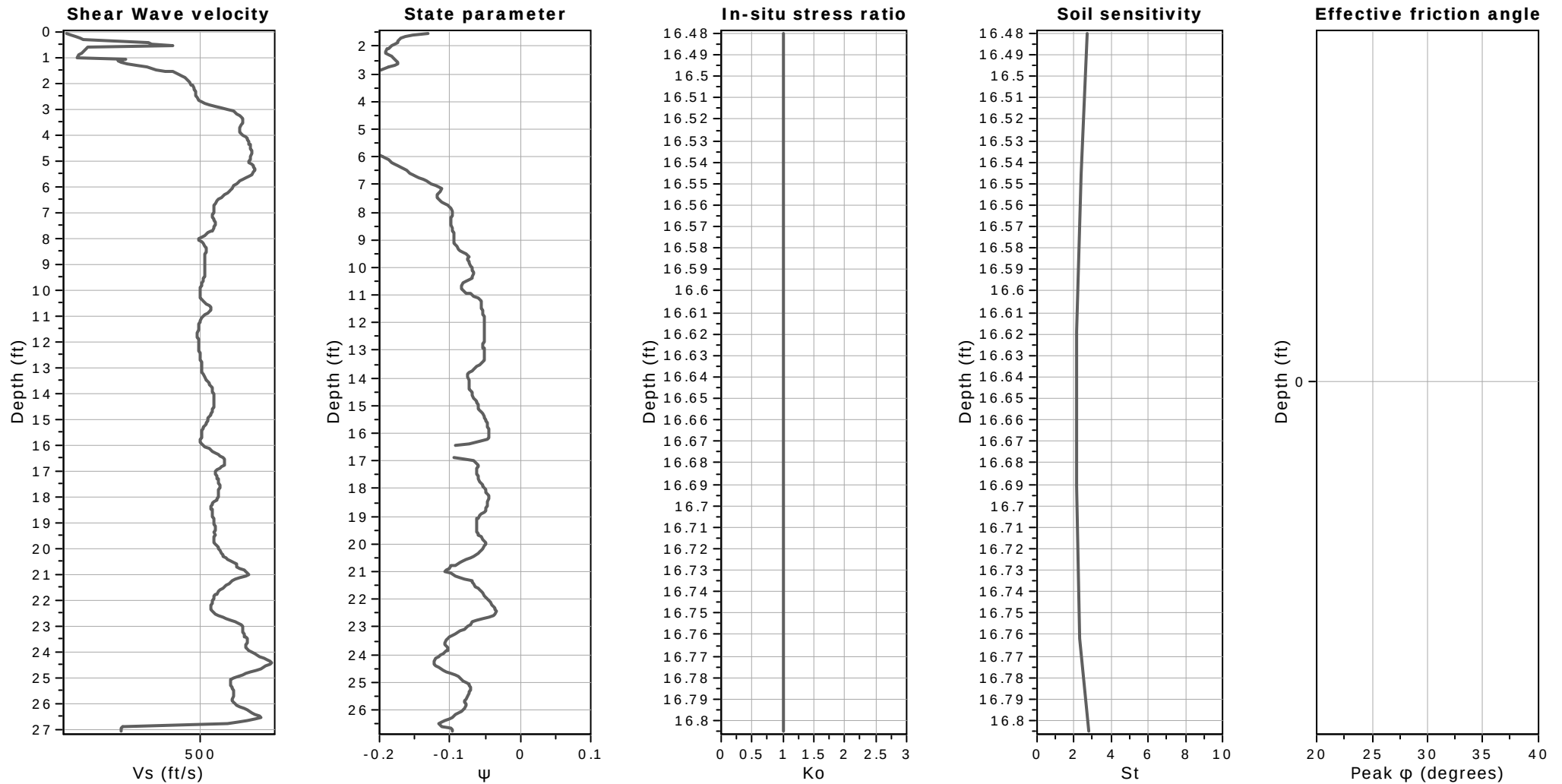
● User defined estimation data

● Flat Dilatometer Test data



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



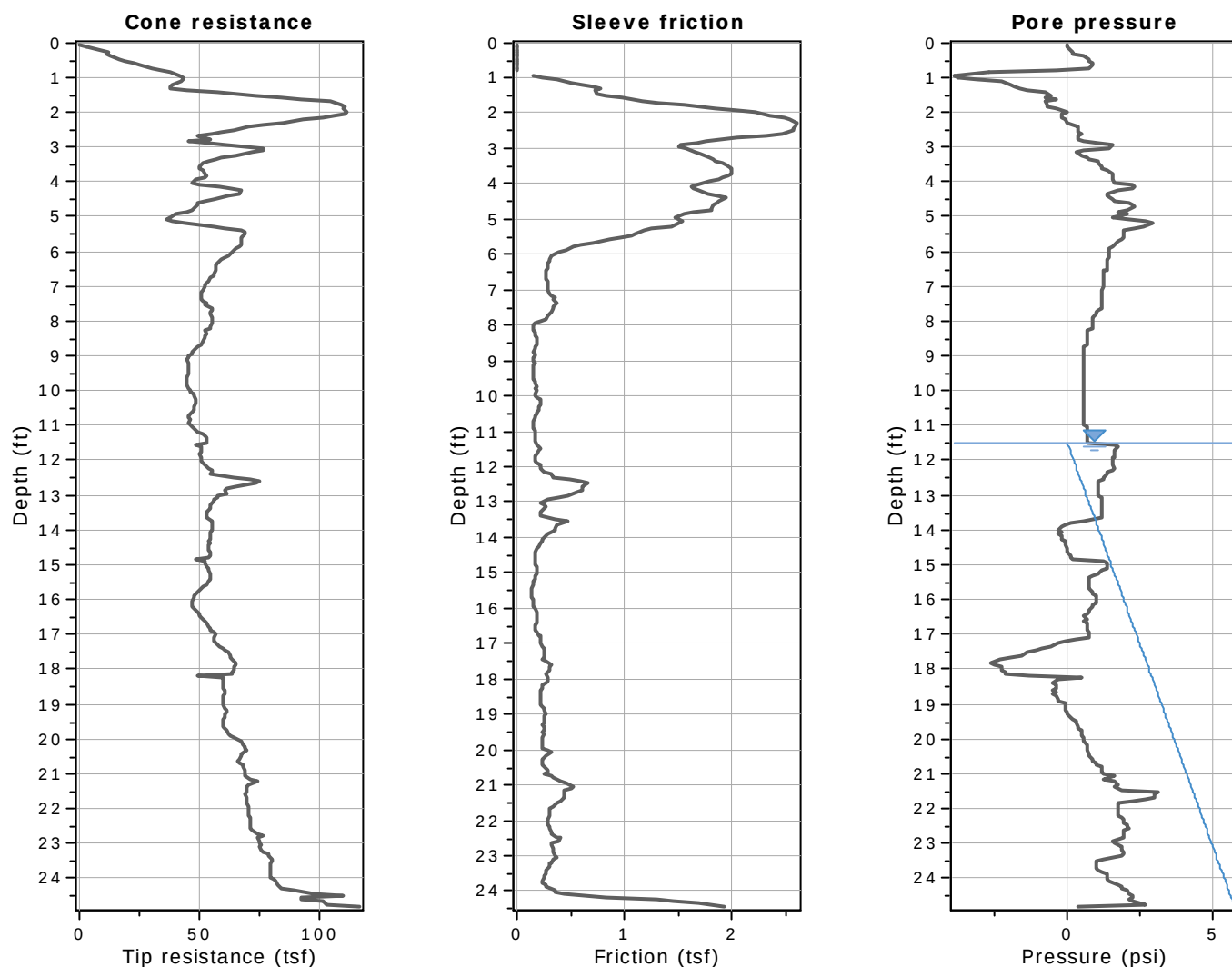
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

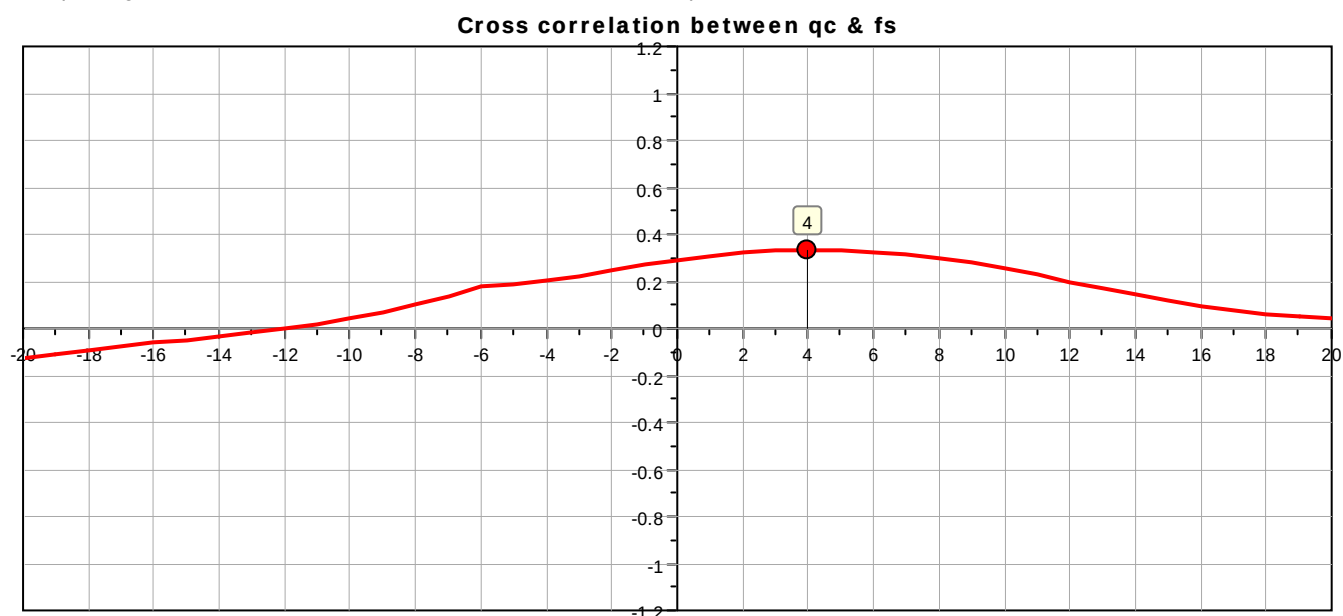
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware

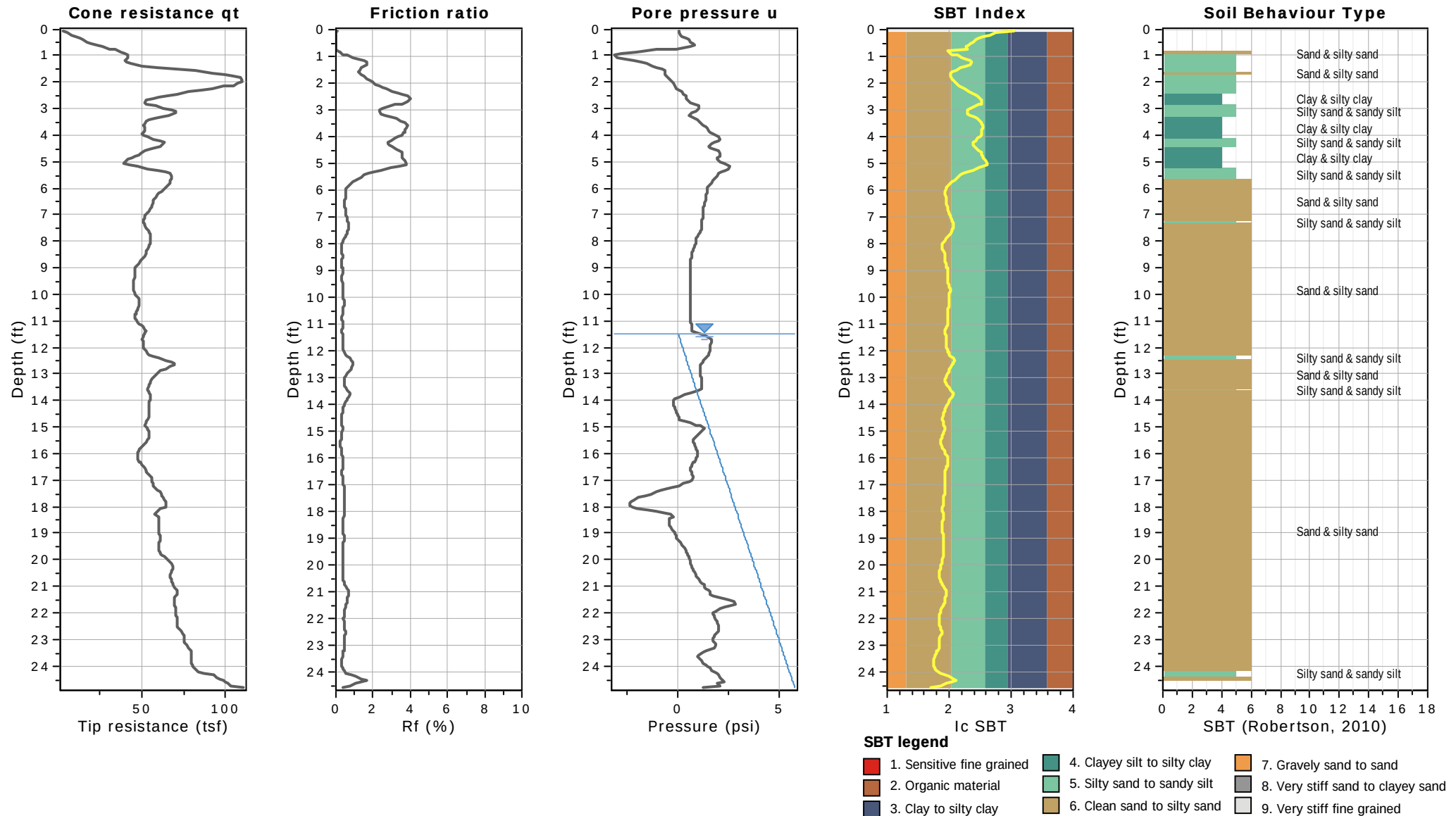


The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



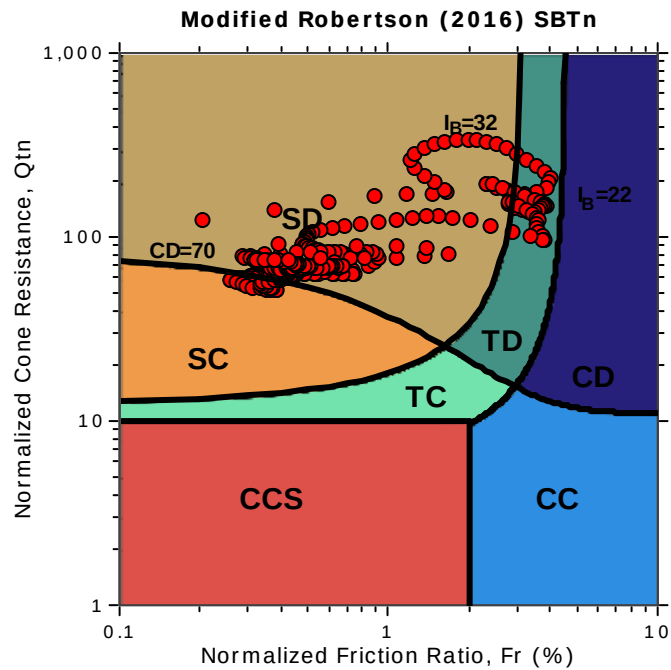


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

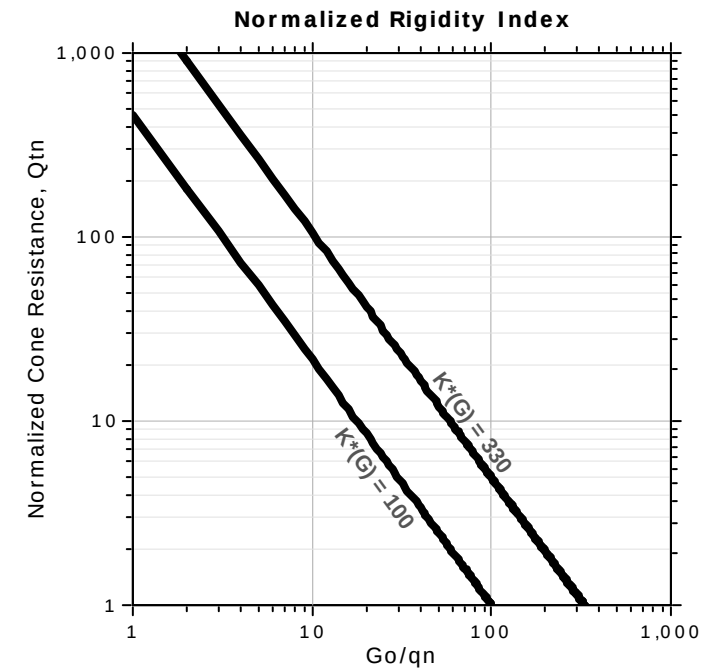
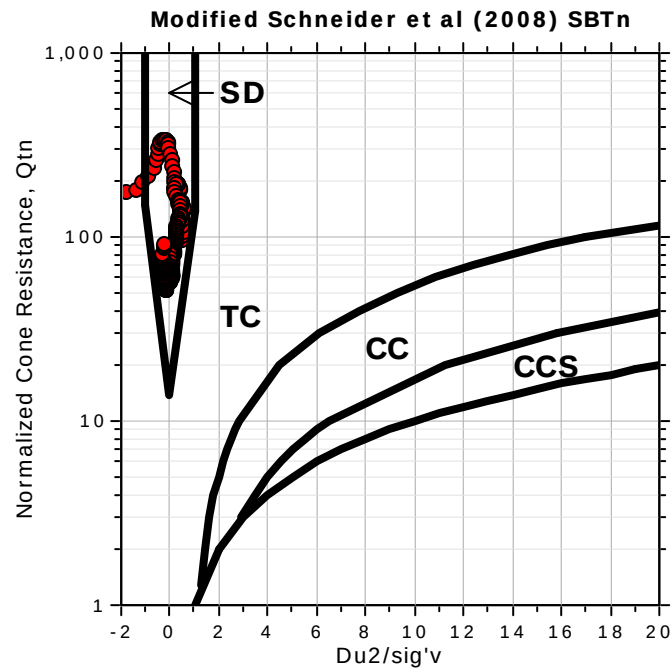
CPT: 7

Total depth: 24.82 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



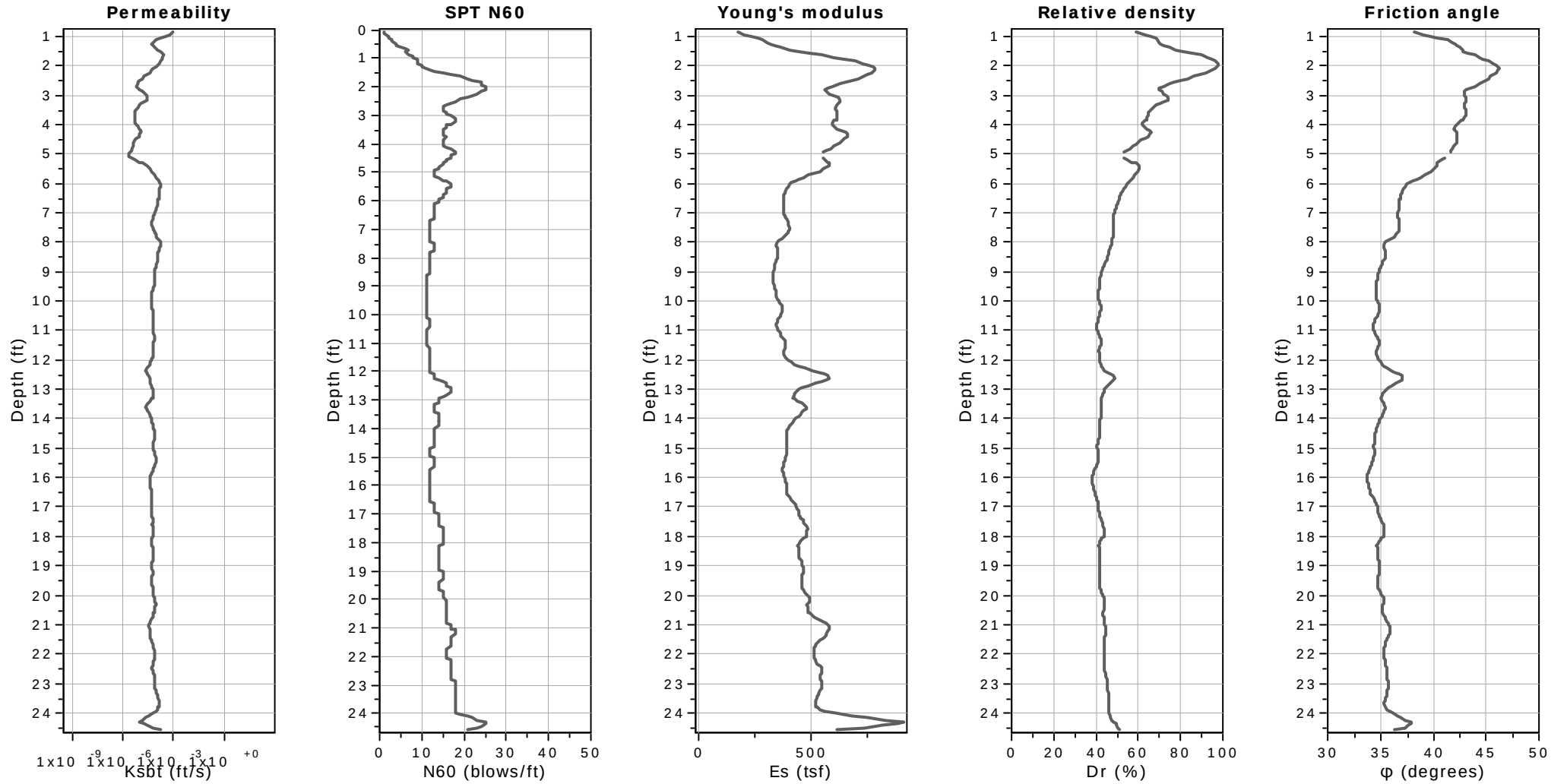
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

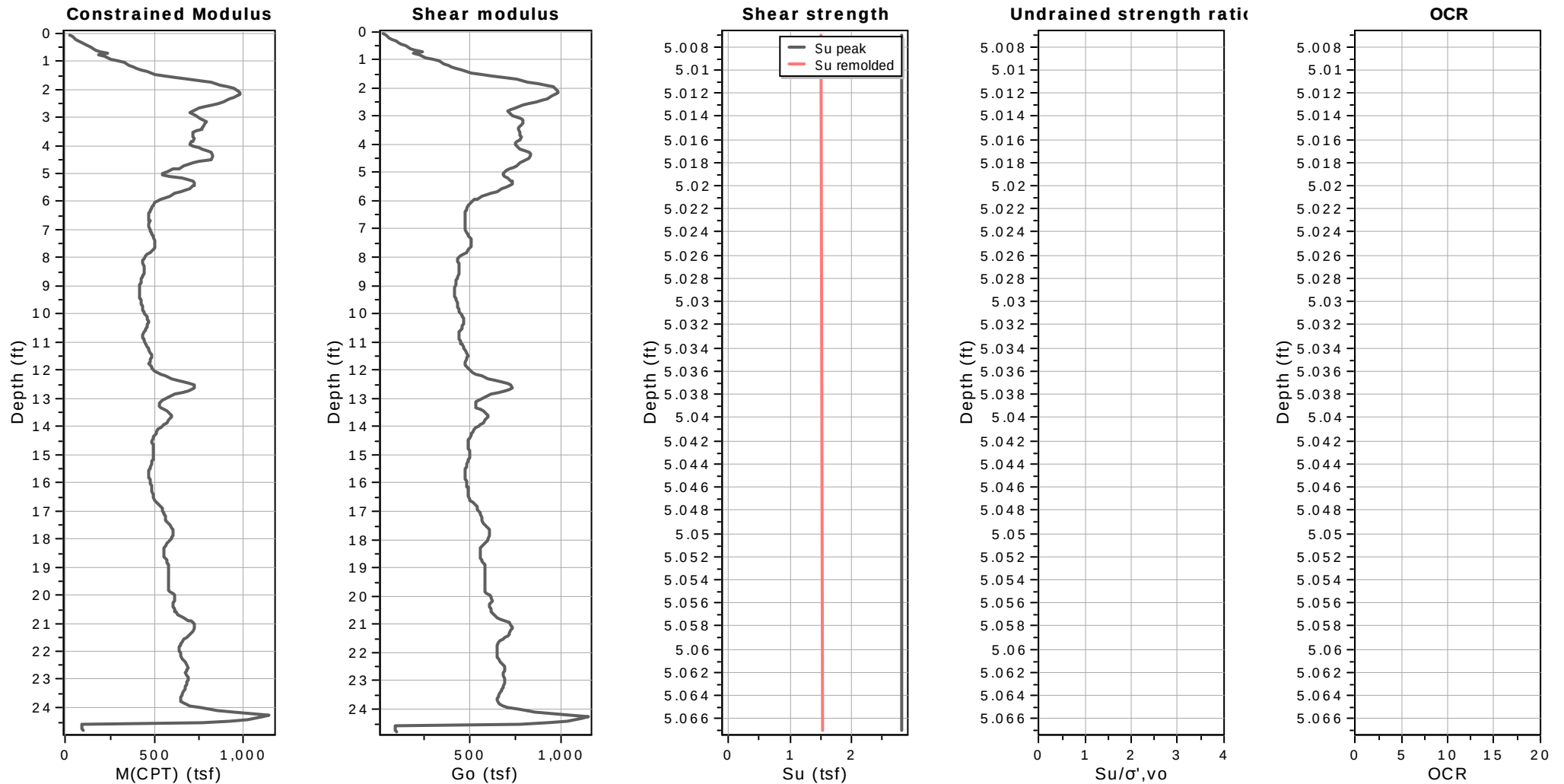
Phi: Based on Kulhawy & Mayne (1990)

● — User defined estimation data



Total depth: 24.82 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

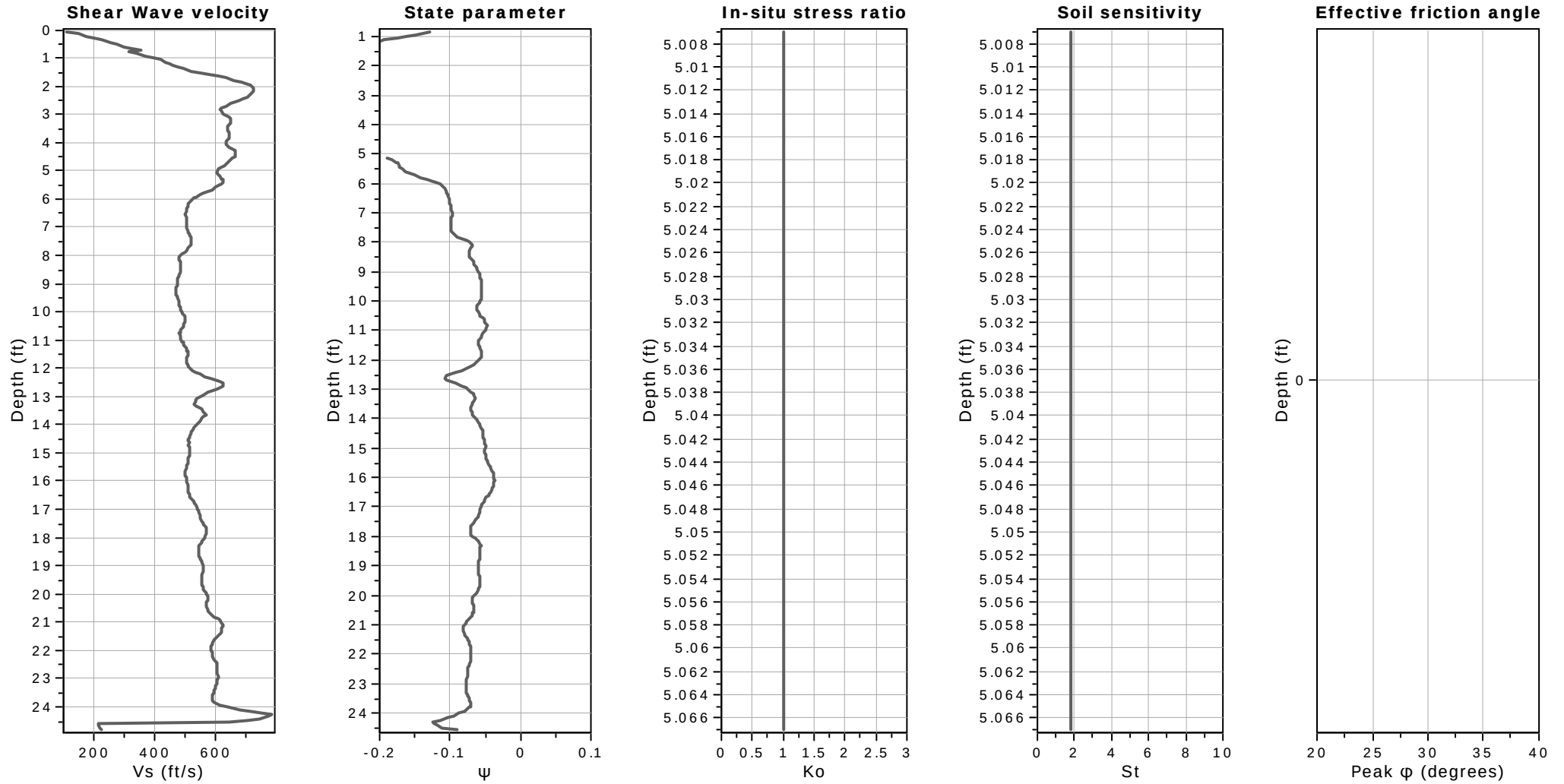
● User defined estimation data

● Flat Dilatometer Test data



Total depth: 24.82 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



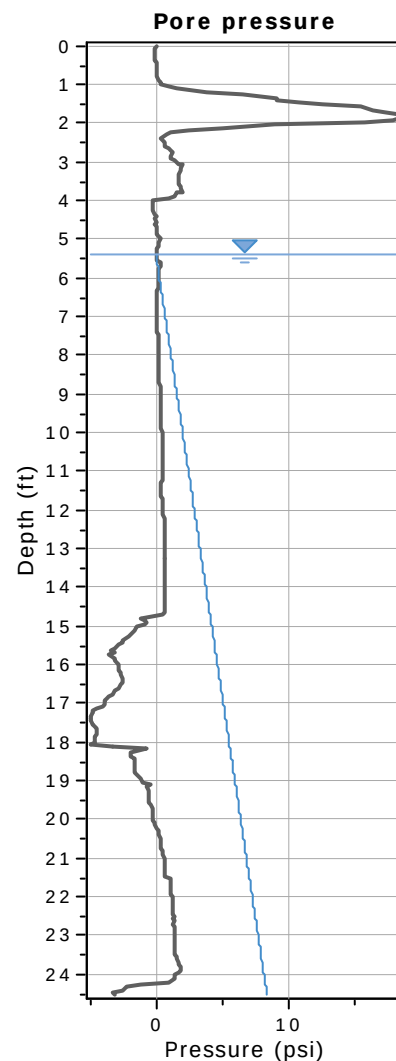
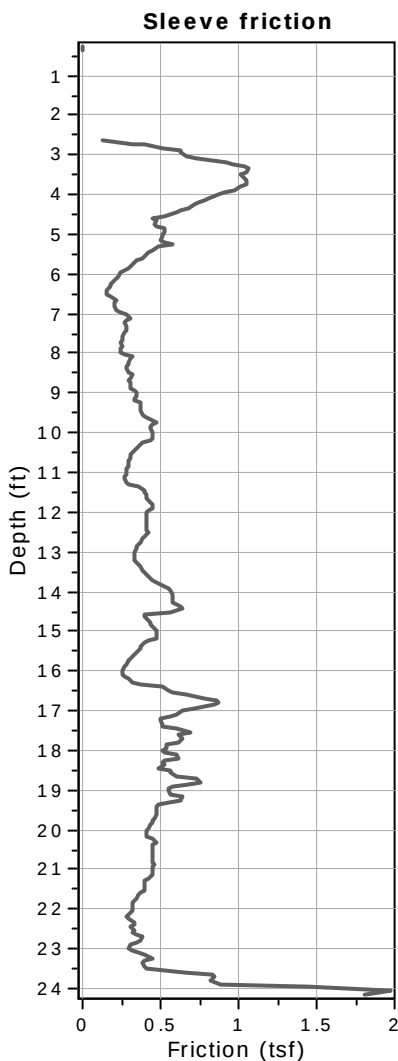
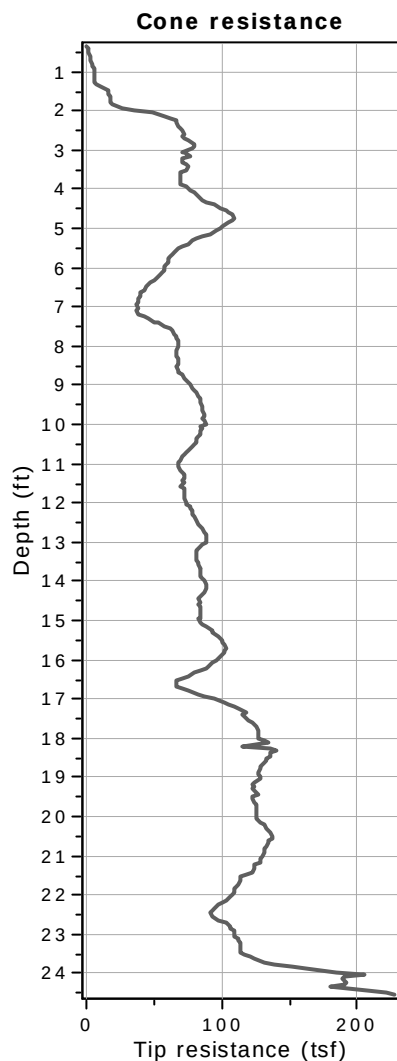
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

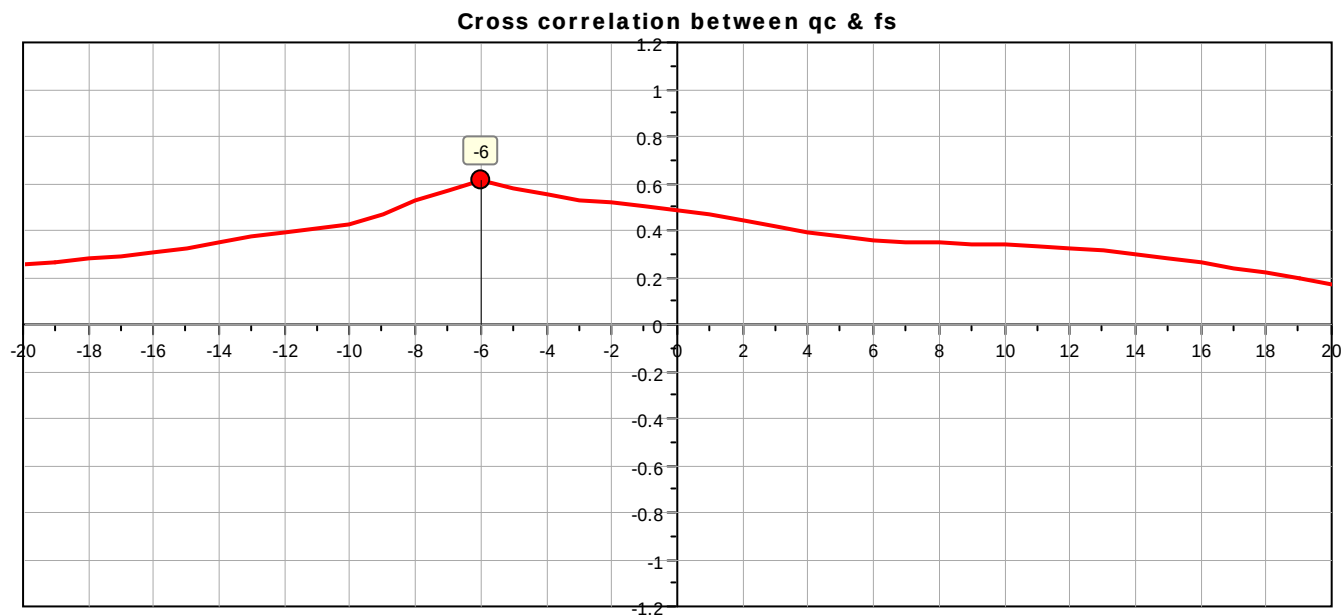
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).

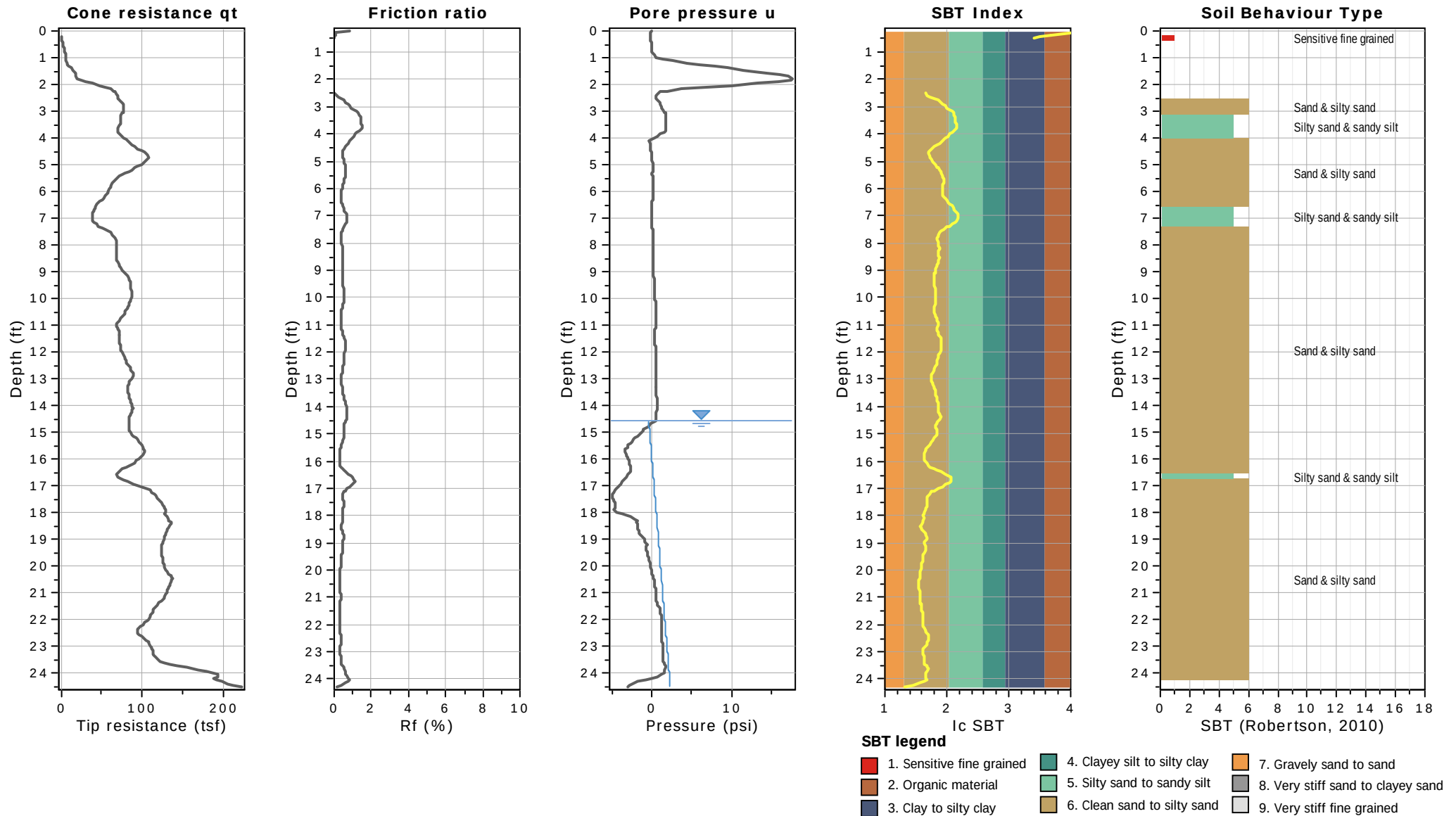




Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

CPT: 8

Total depth: 24.54 ft, Date: 4/20/2022
Surface Elevation: 84.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans



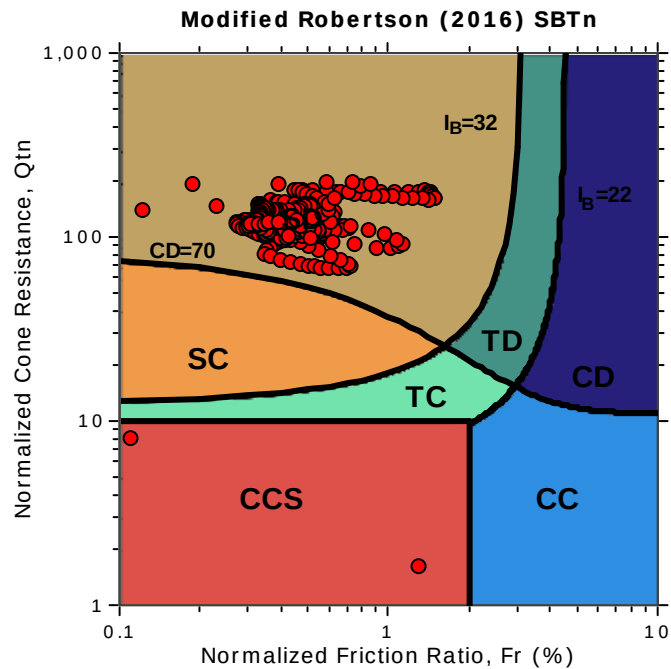


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

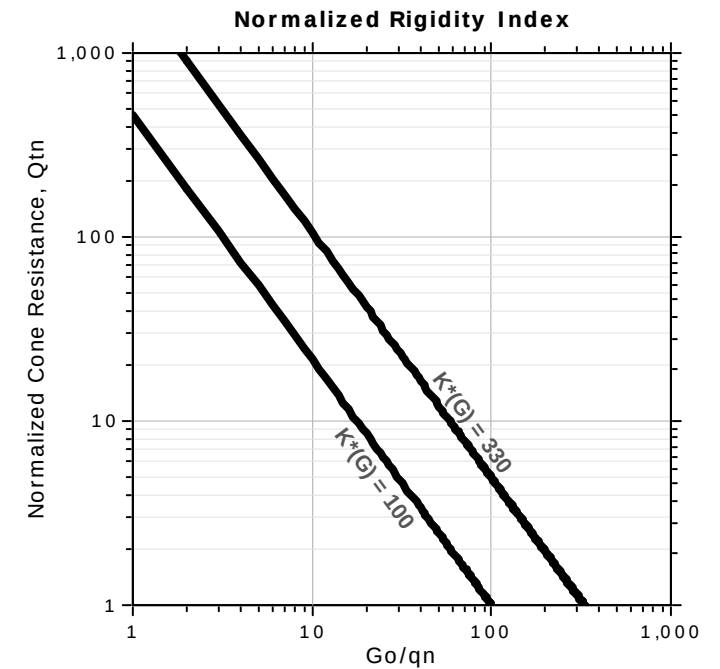
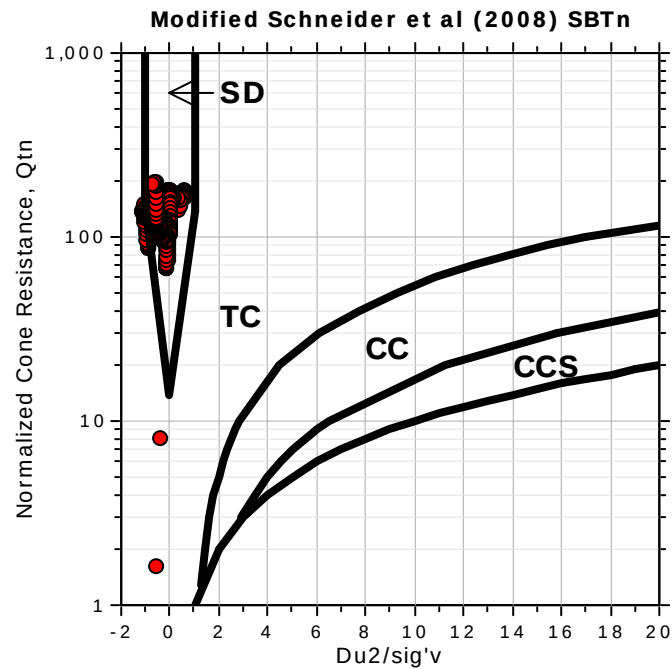
CPT: 8

Total depth: 24.54 ft, Date: 4/20/2022
Surface Elevation: 84.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

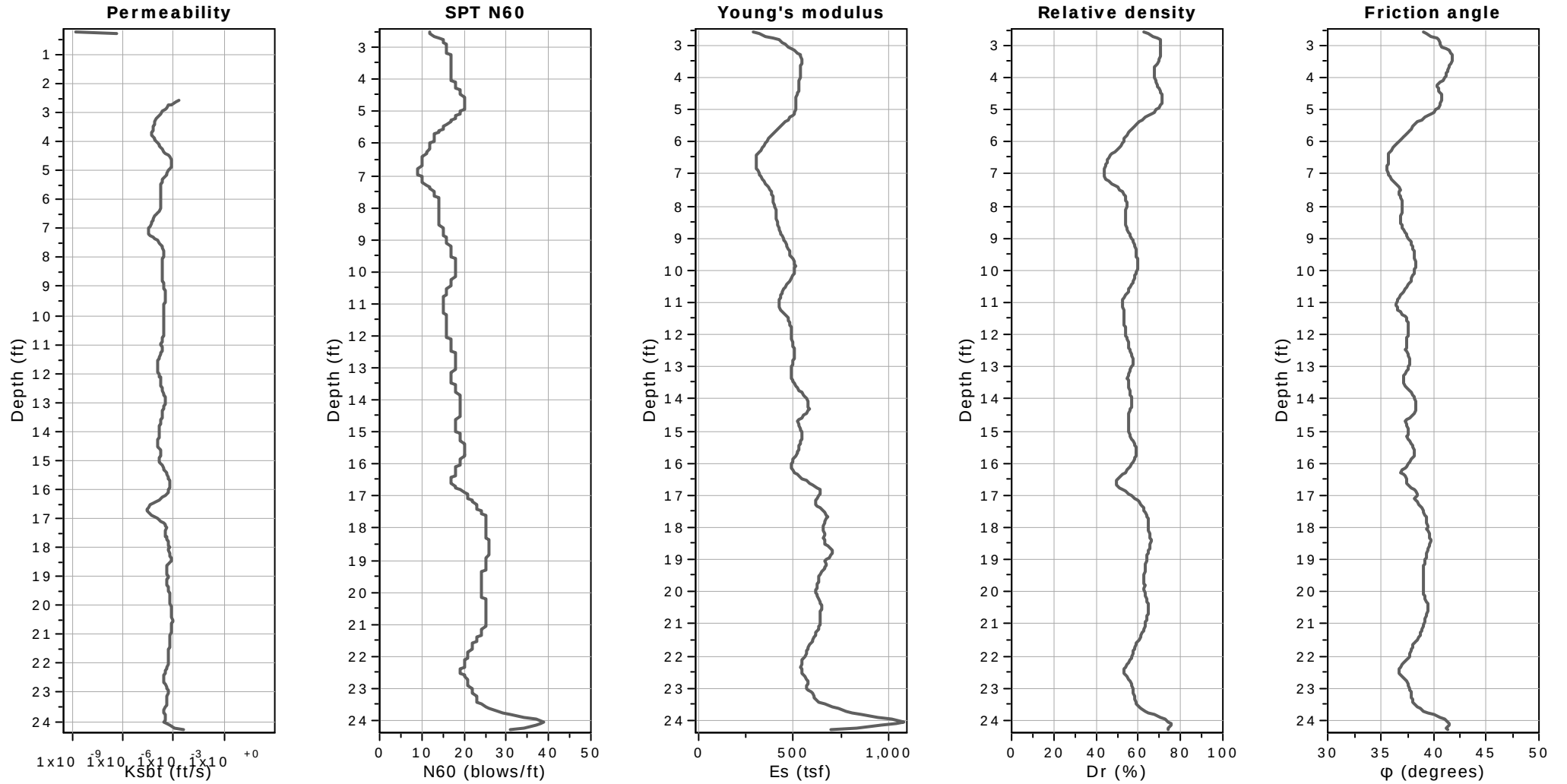


$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Total depth: 24.54 ft, Date: 4/20/2022
Surface Elevation: 84.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

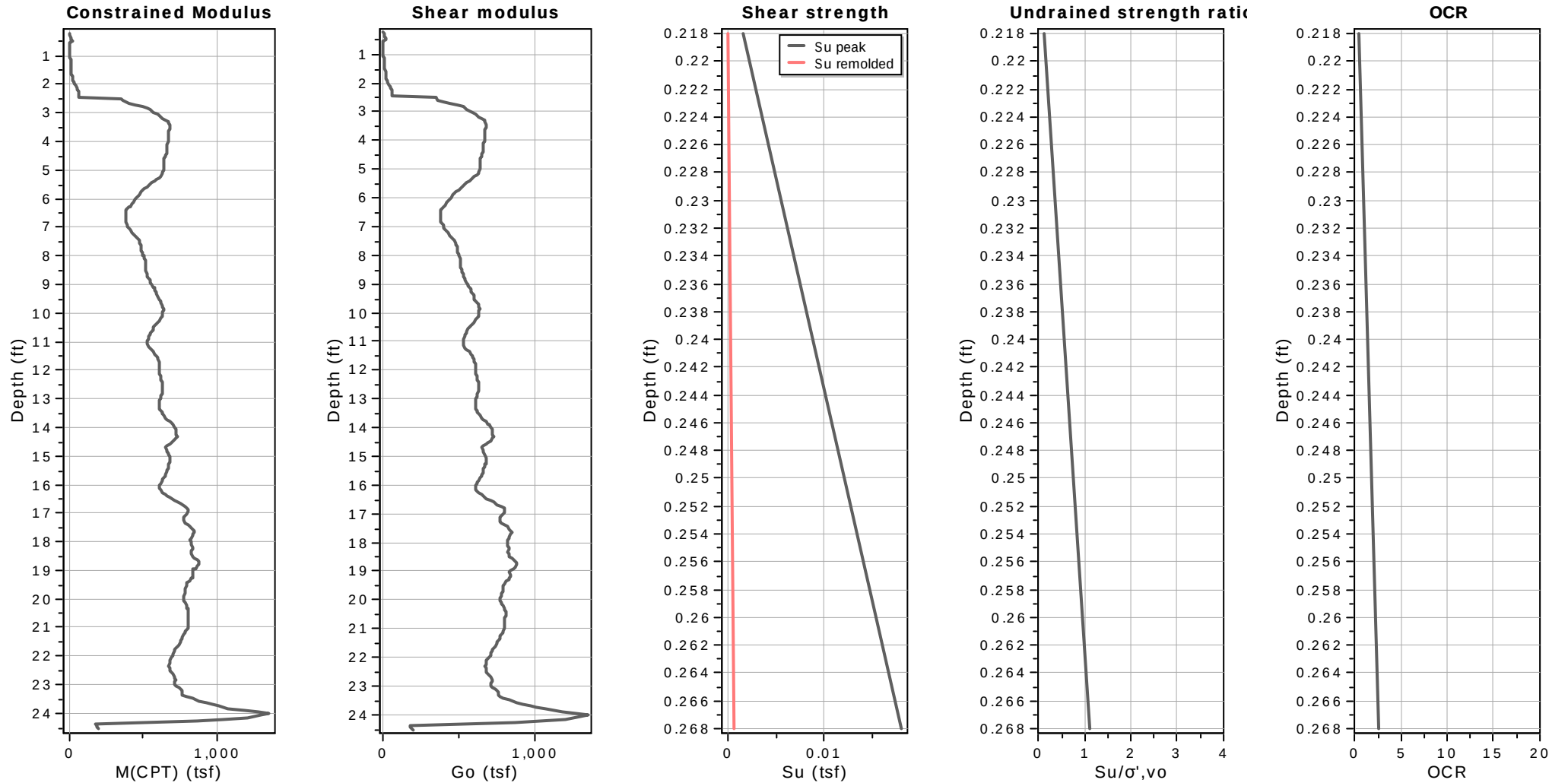
Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Total depth: 24.54 ft, Date: 4/20/2022
Surface Elevation: 84.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

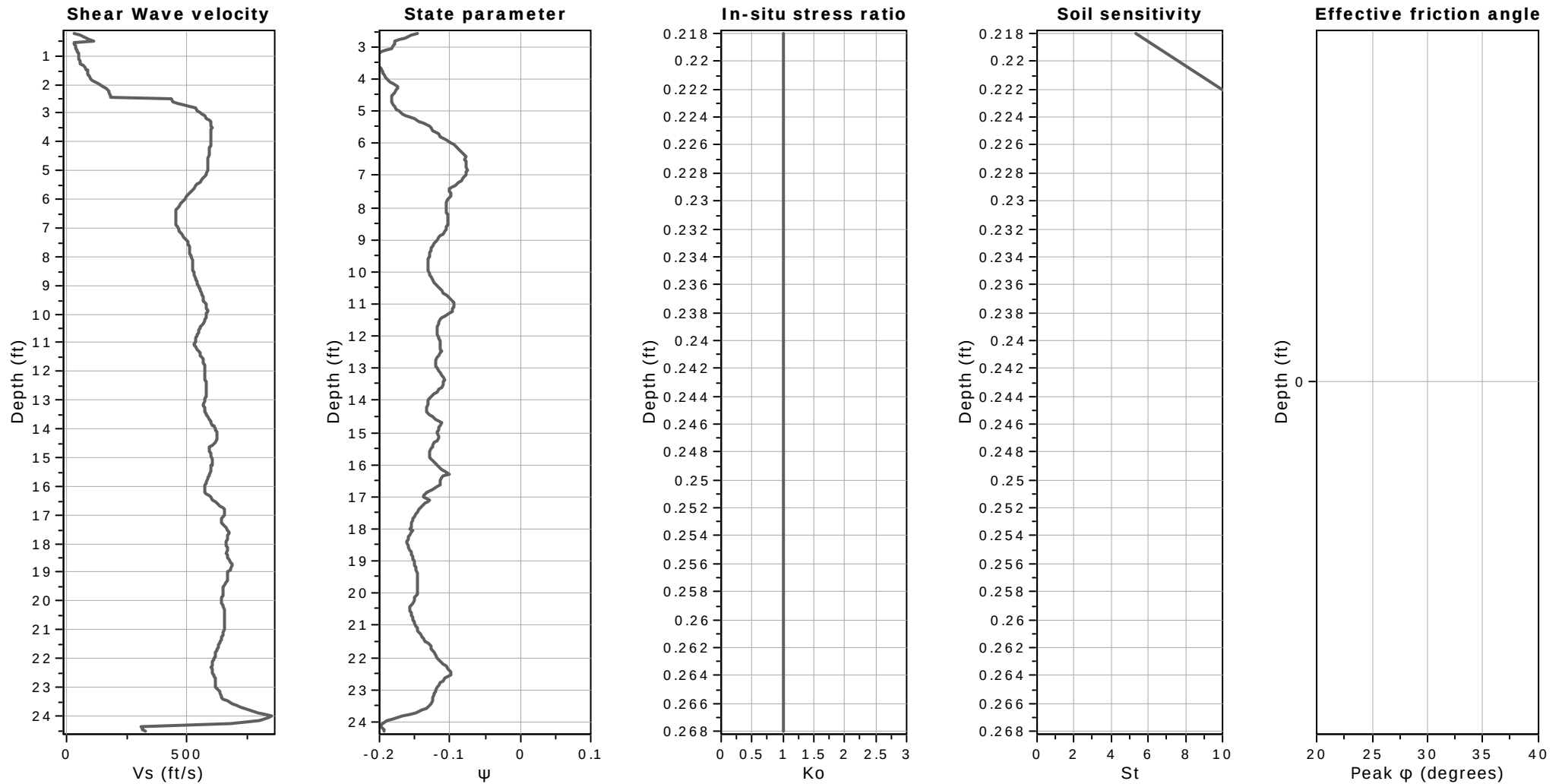
—●— User defined estimation data

—●— Flat Dilatometer Test data



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



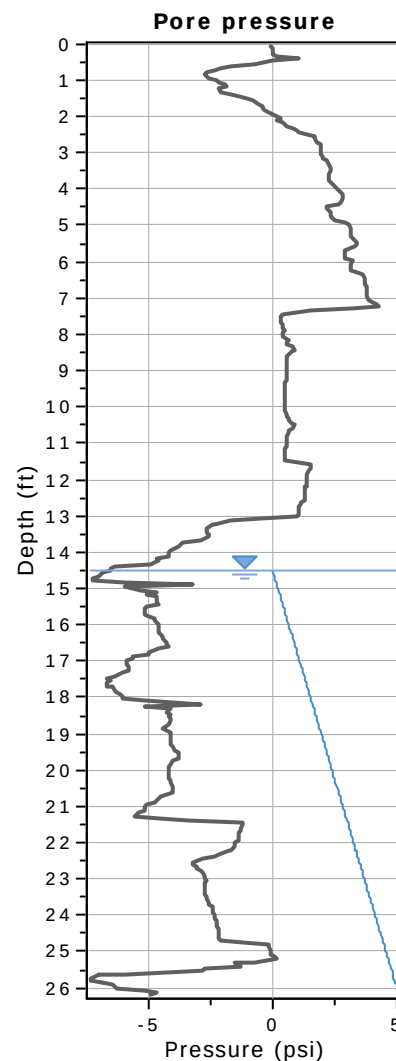
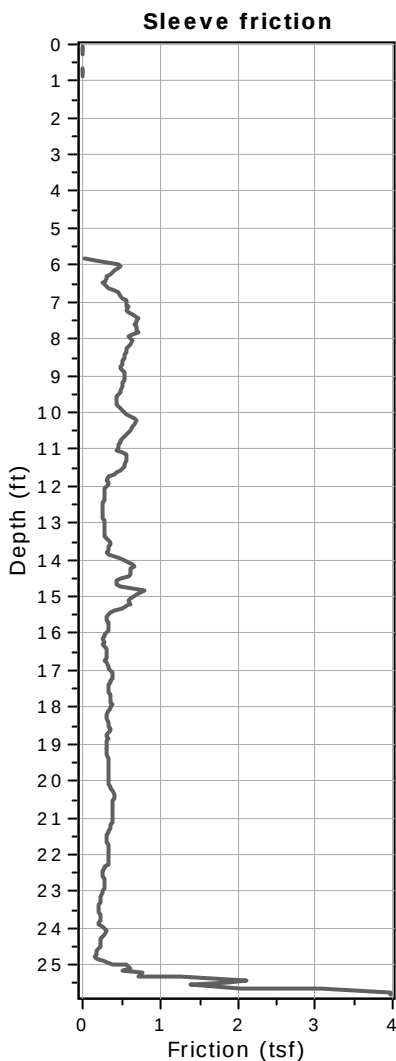
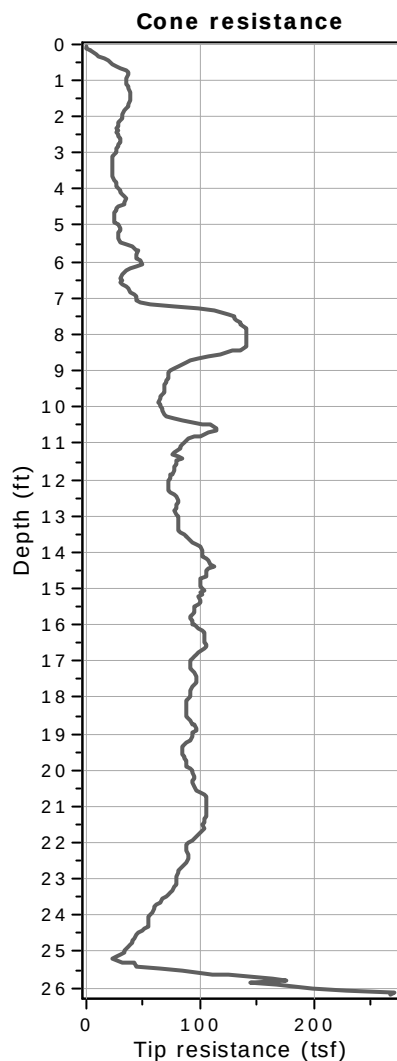
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

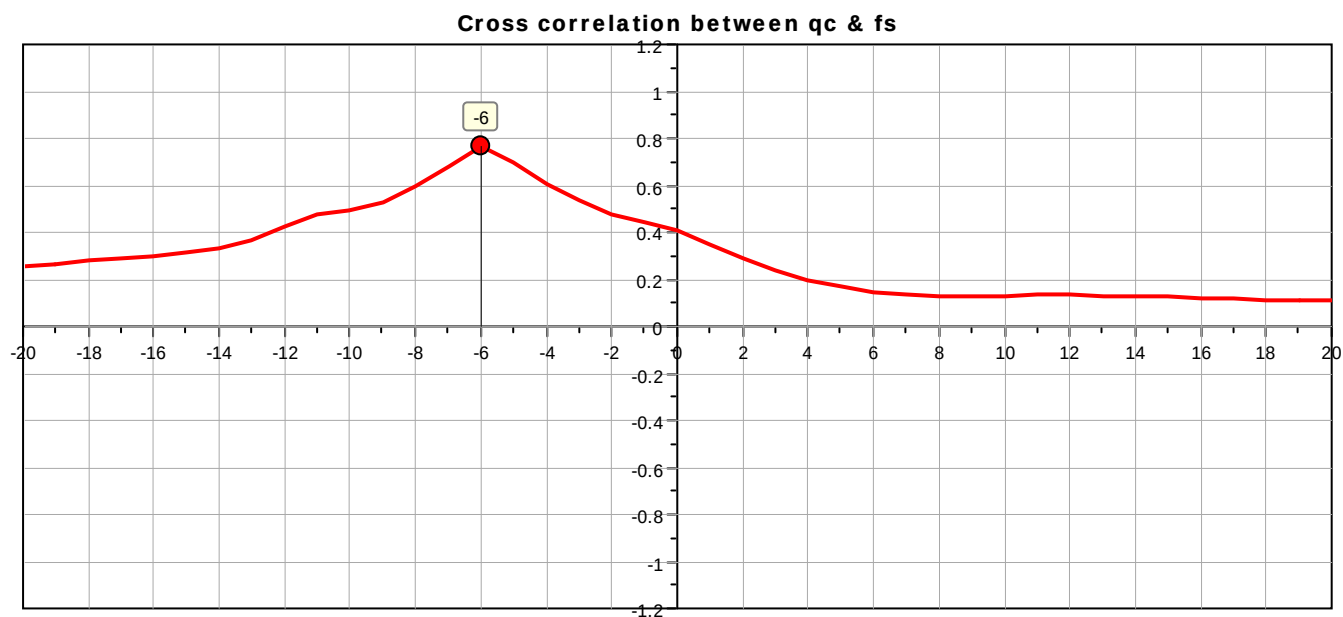
—●— User defined estimation data

Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware

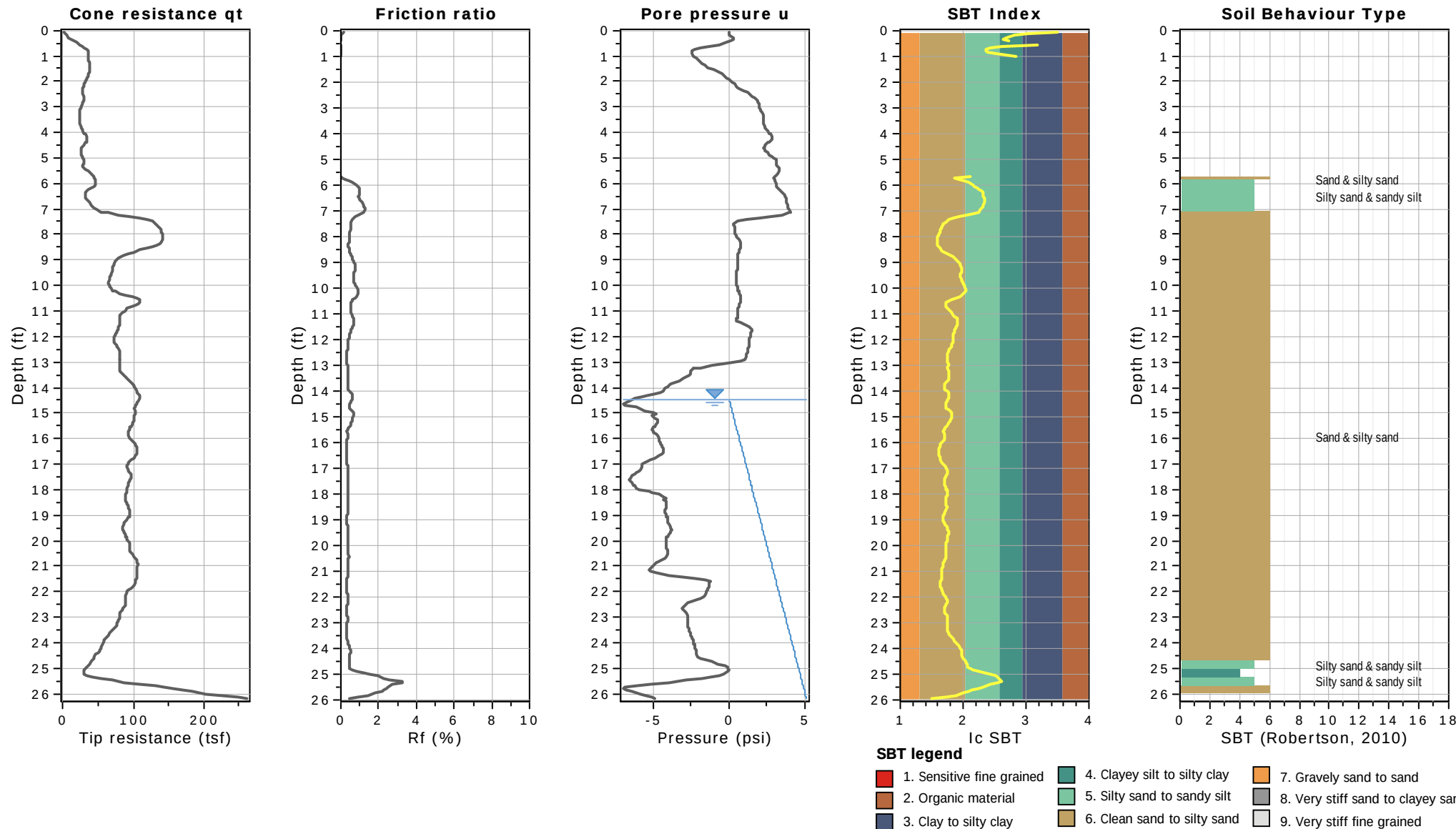


The plot below presents the cross correlation coefficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two successive CPT measurements).



Project: Hodgson Vo-Tech New Campus

Location: New Castle County, Delaware



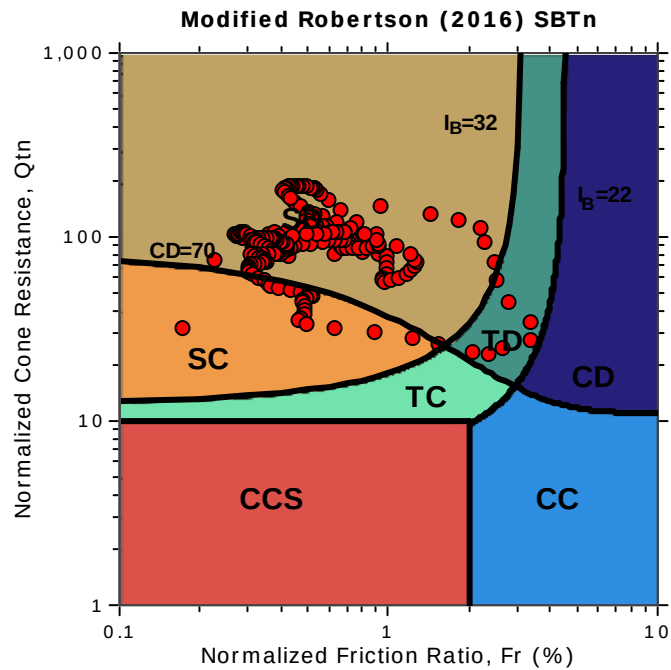


Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware

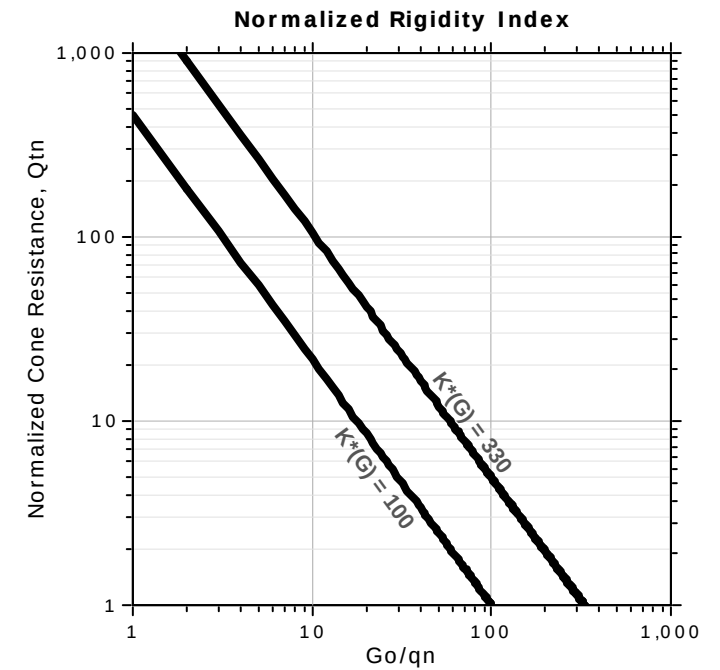
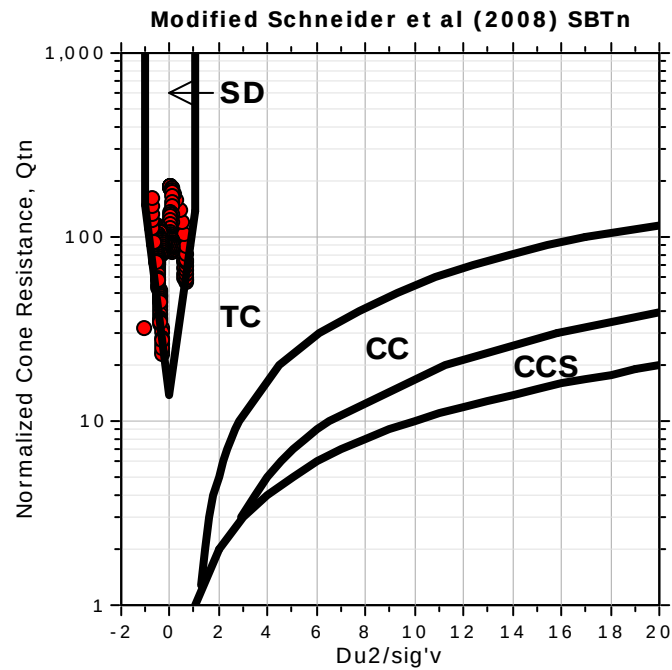
CPT: 9

Total depth: 26.19 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



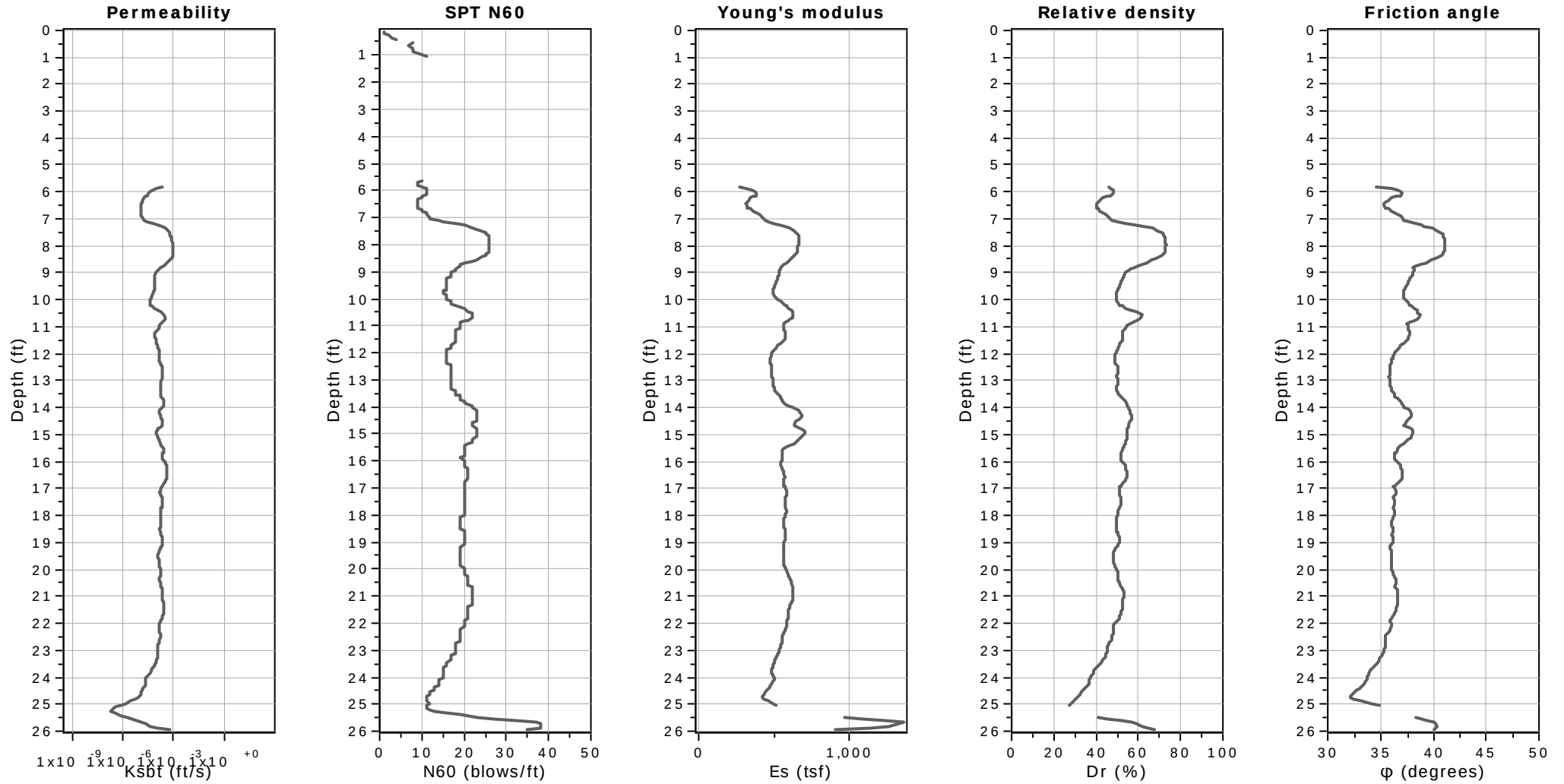
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

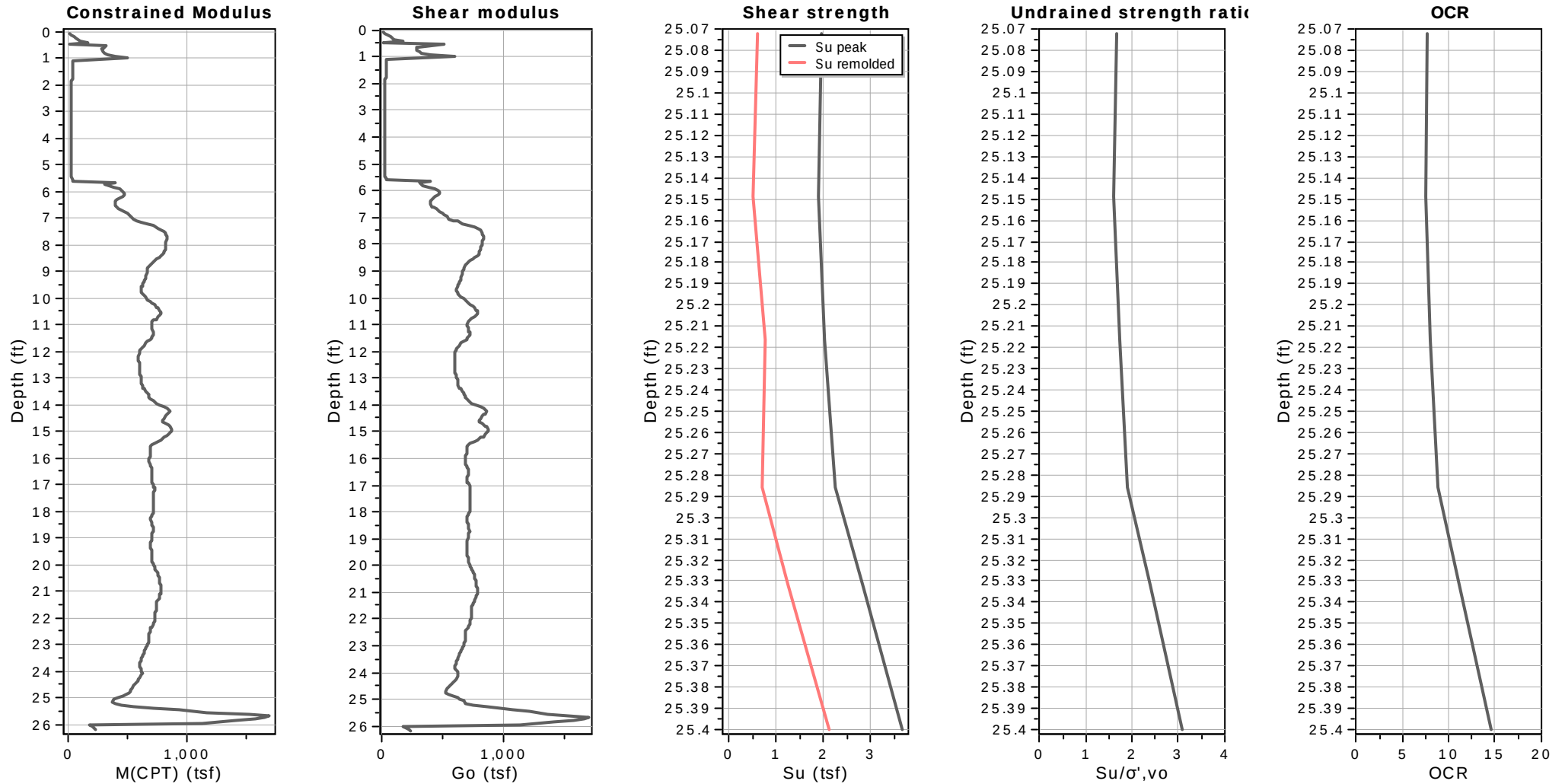
Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Total depth: 26.19 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

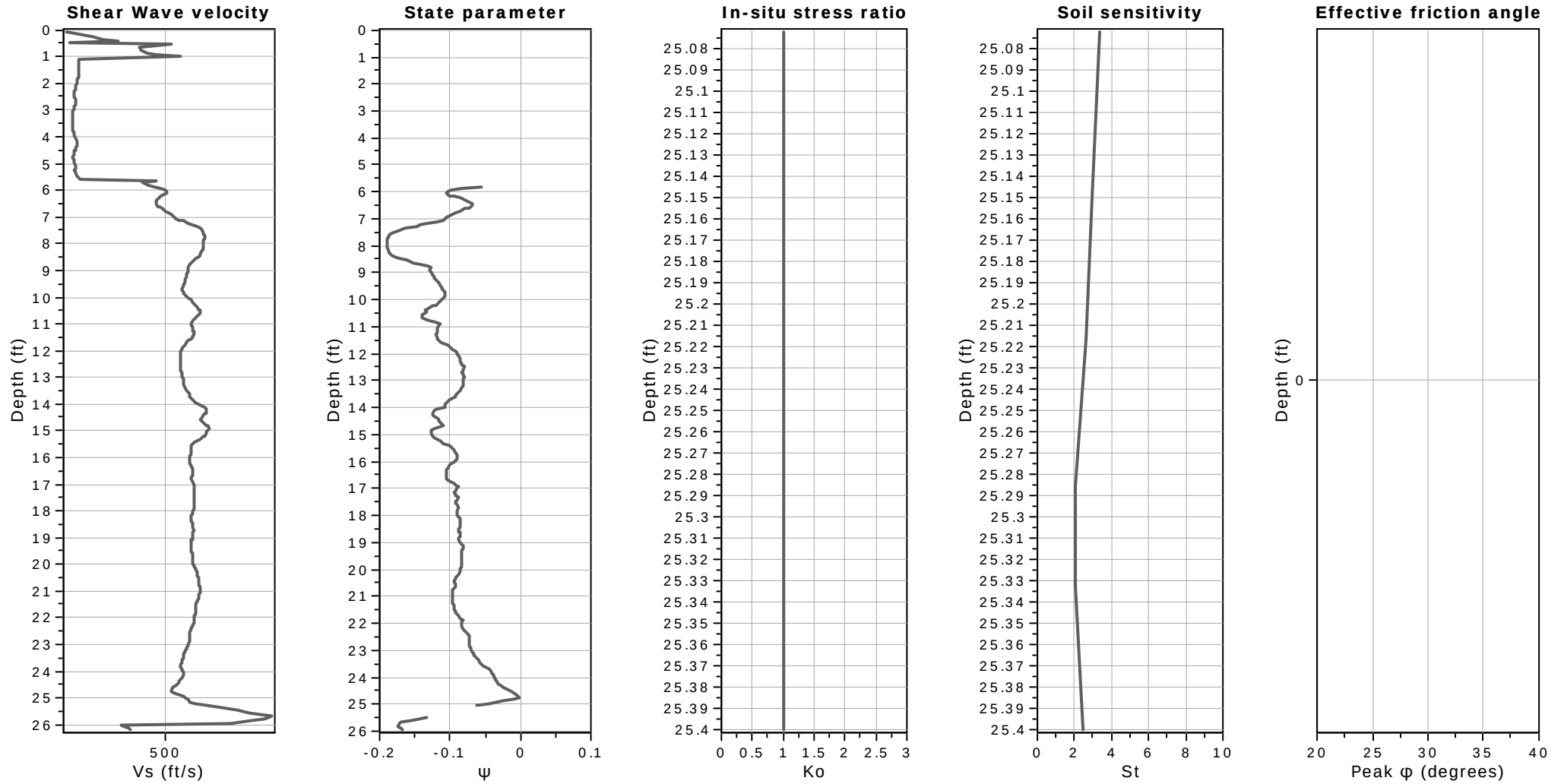
● User defined estimation data

● Flat Dilatometer Test data



Total depth: 26.19 ft, Date: 4/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Project: Hodgson Vo-Tech New Campus
Location: New Castle County, Delaware



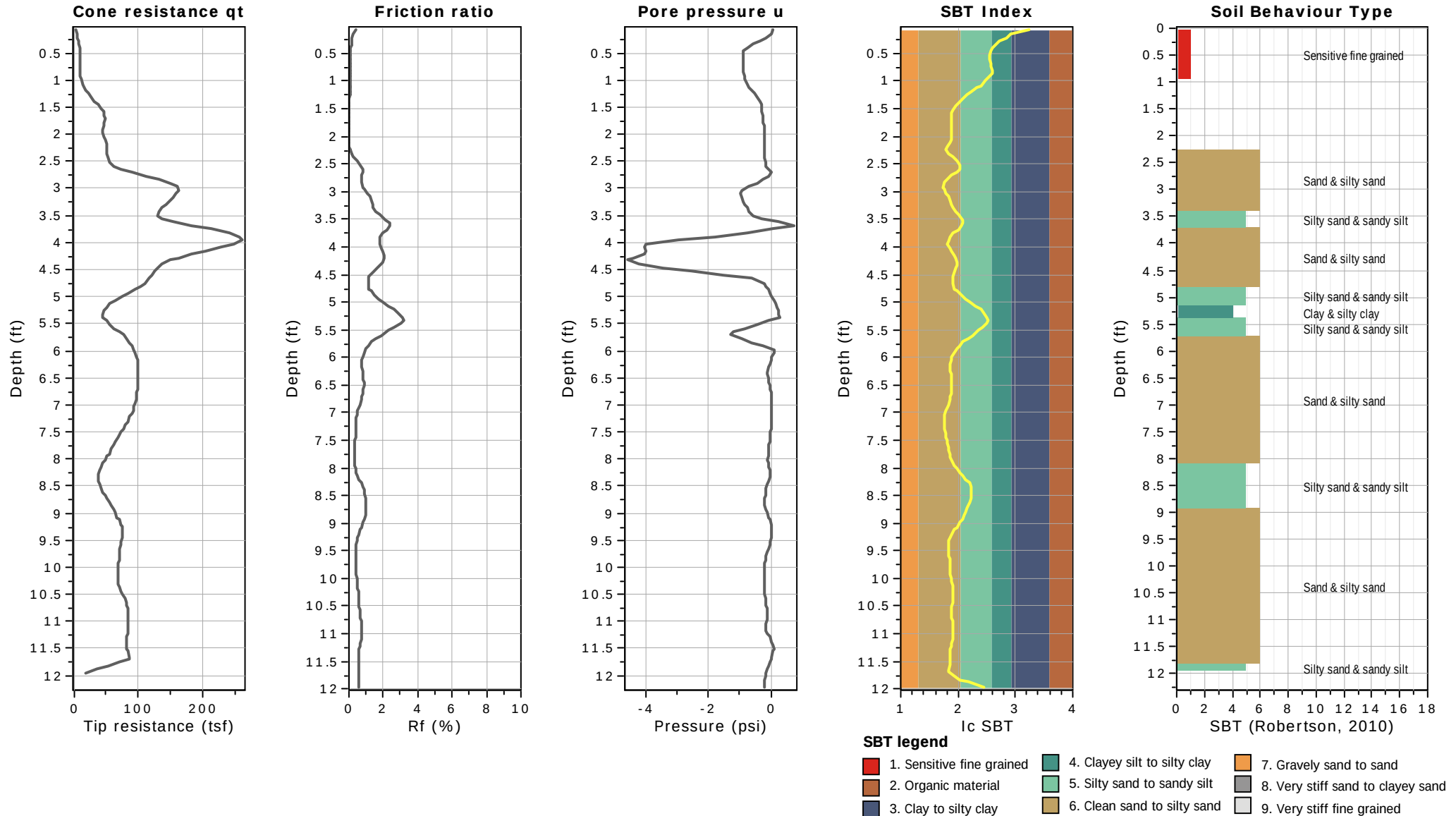
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

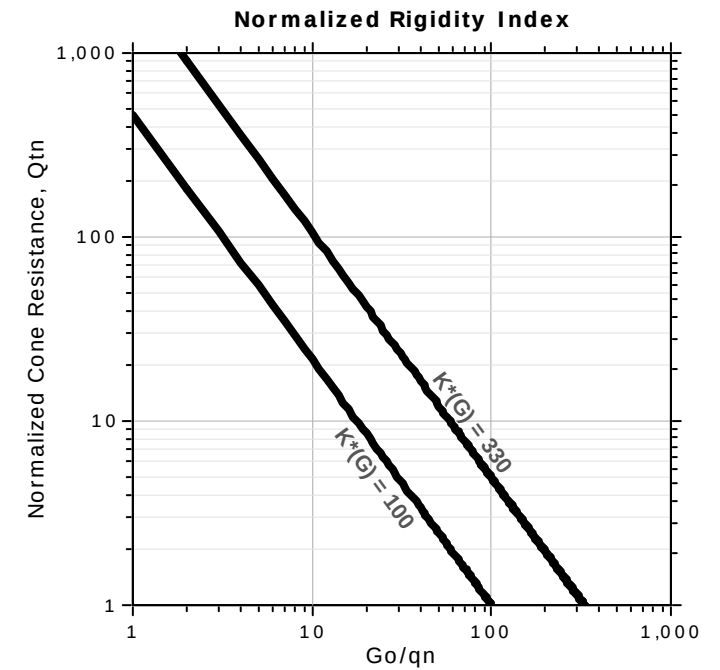
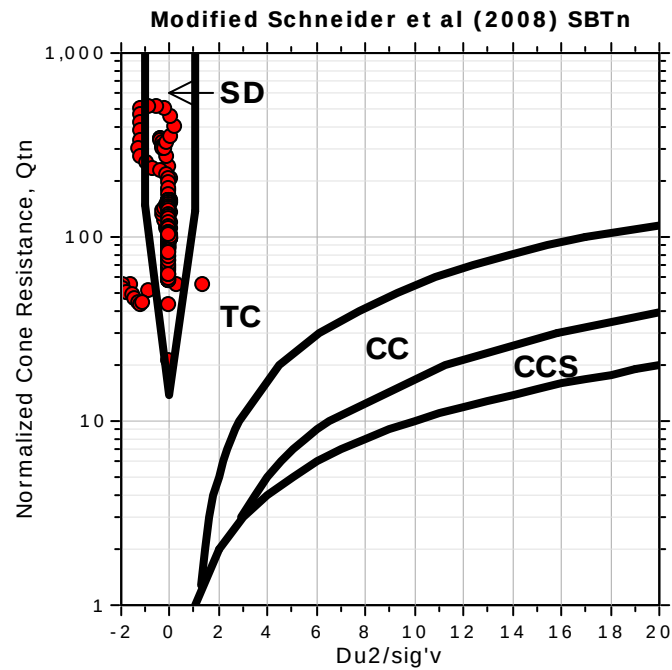
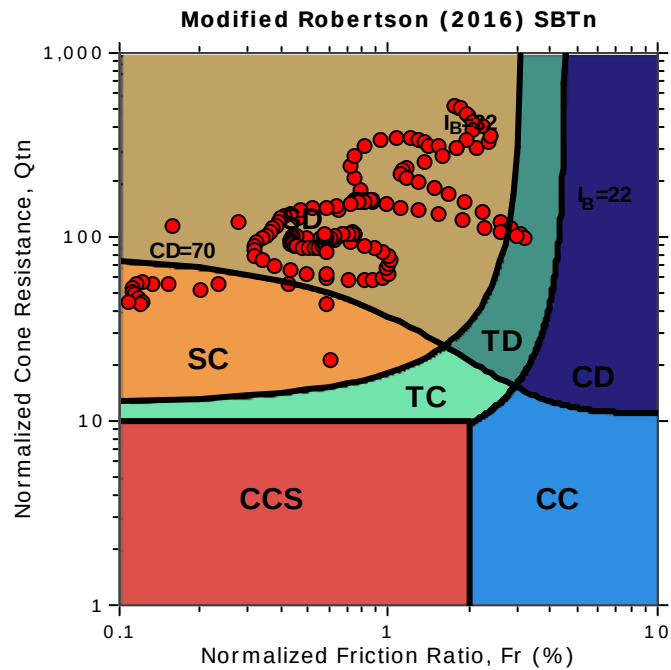


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware





Updated SBTn plots

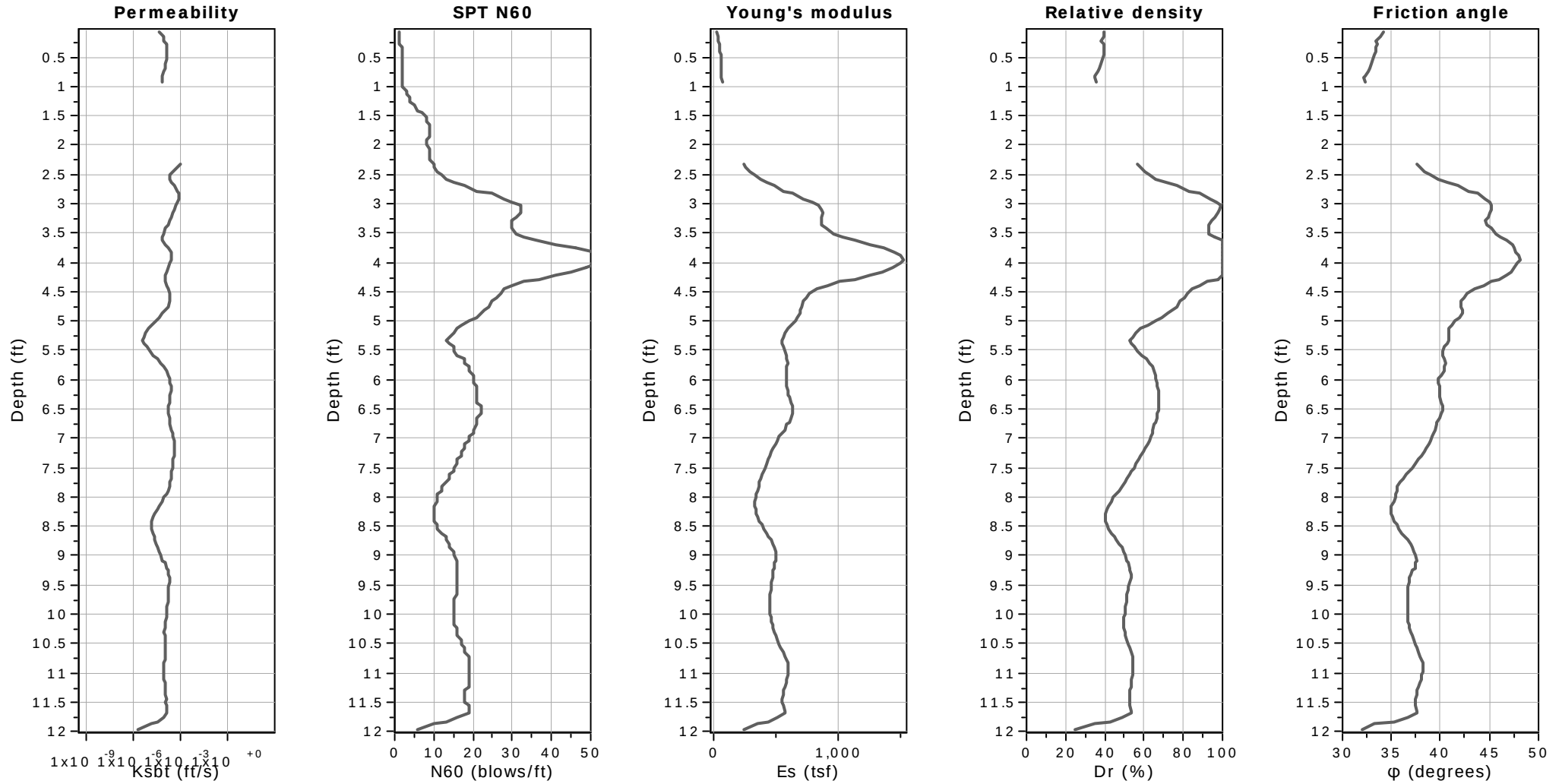


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N₆₀: Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

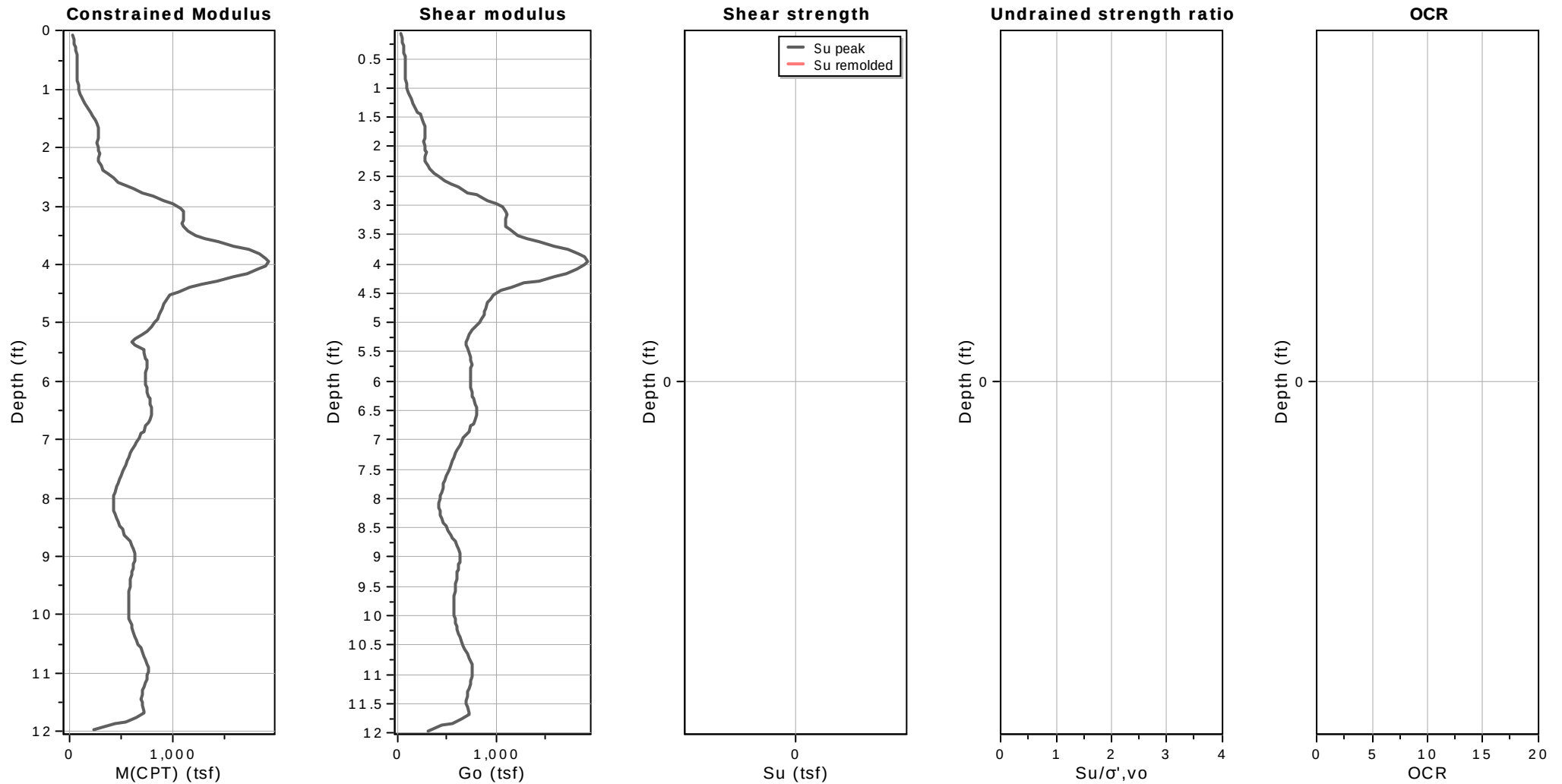
Relative density constant, C_{Dr}: 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

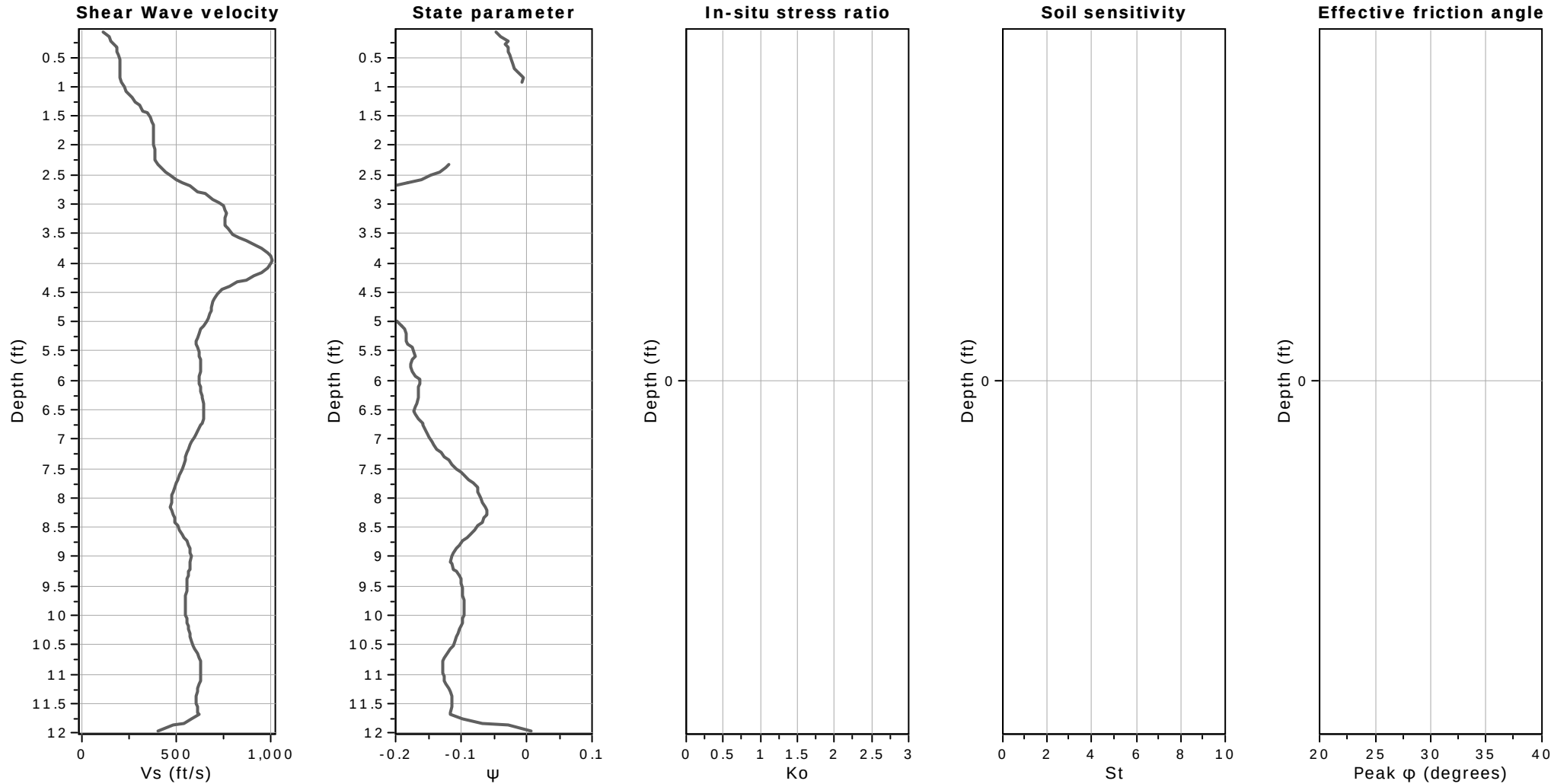
OCR factor for clays, N_{kt} : 0.33

● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



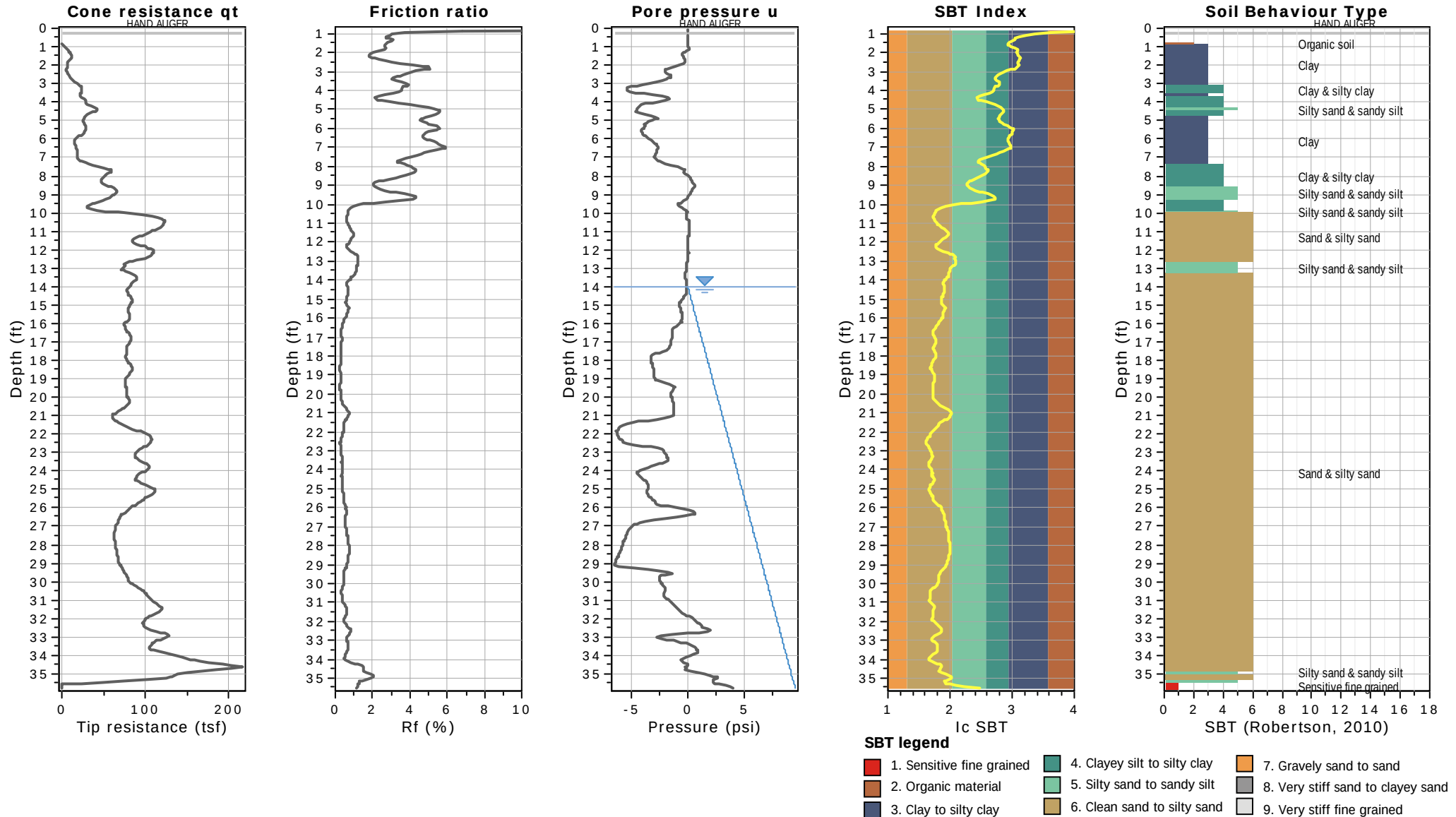
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



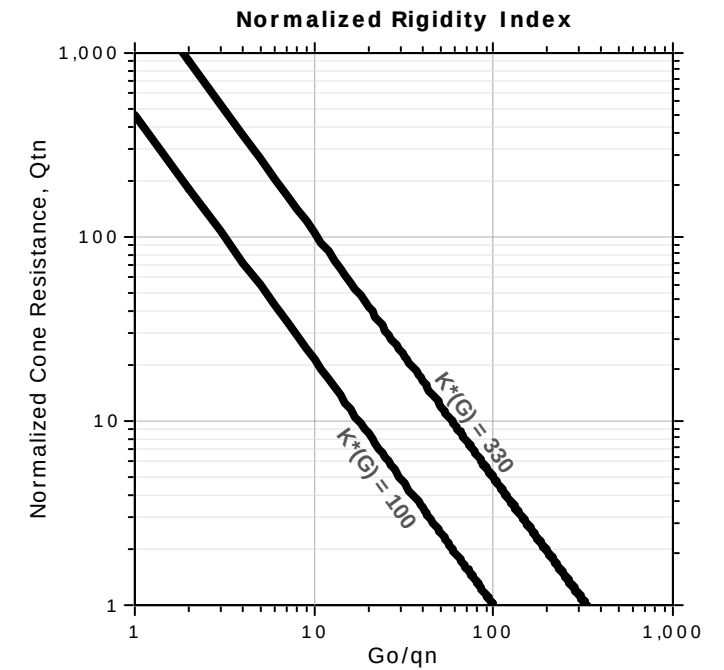
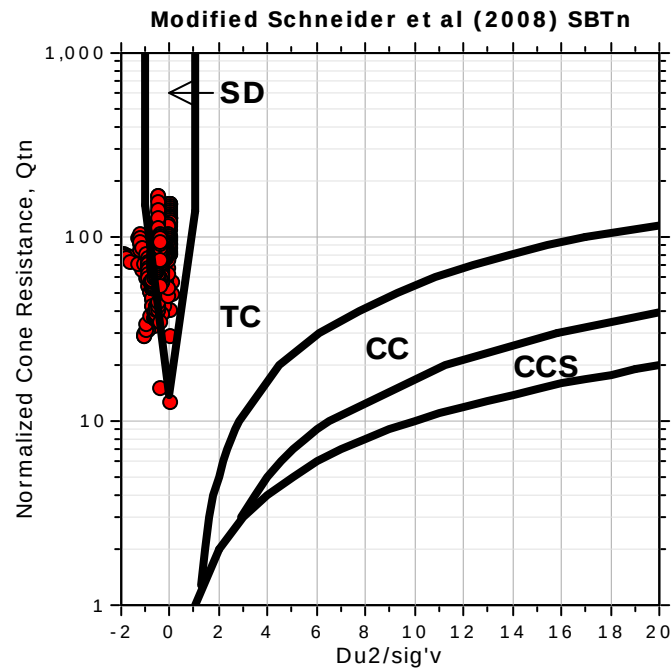
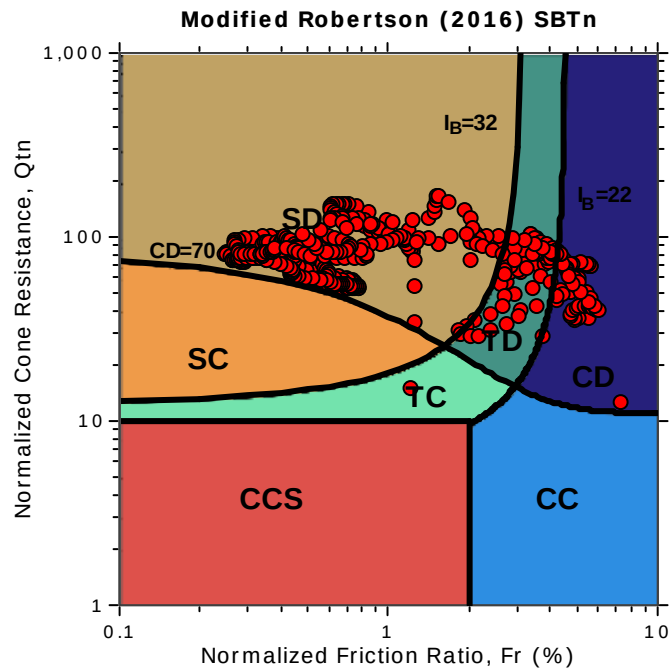


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

CPT: CPT-11

Total depth: 35.78 ft, Date: 12/20/2022
Surface Elevation: 81.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots

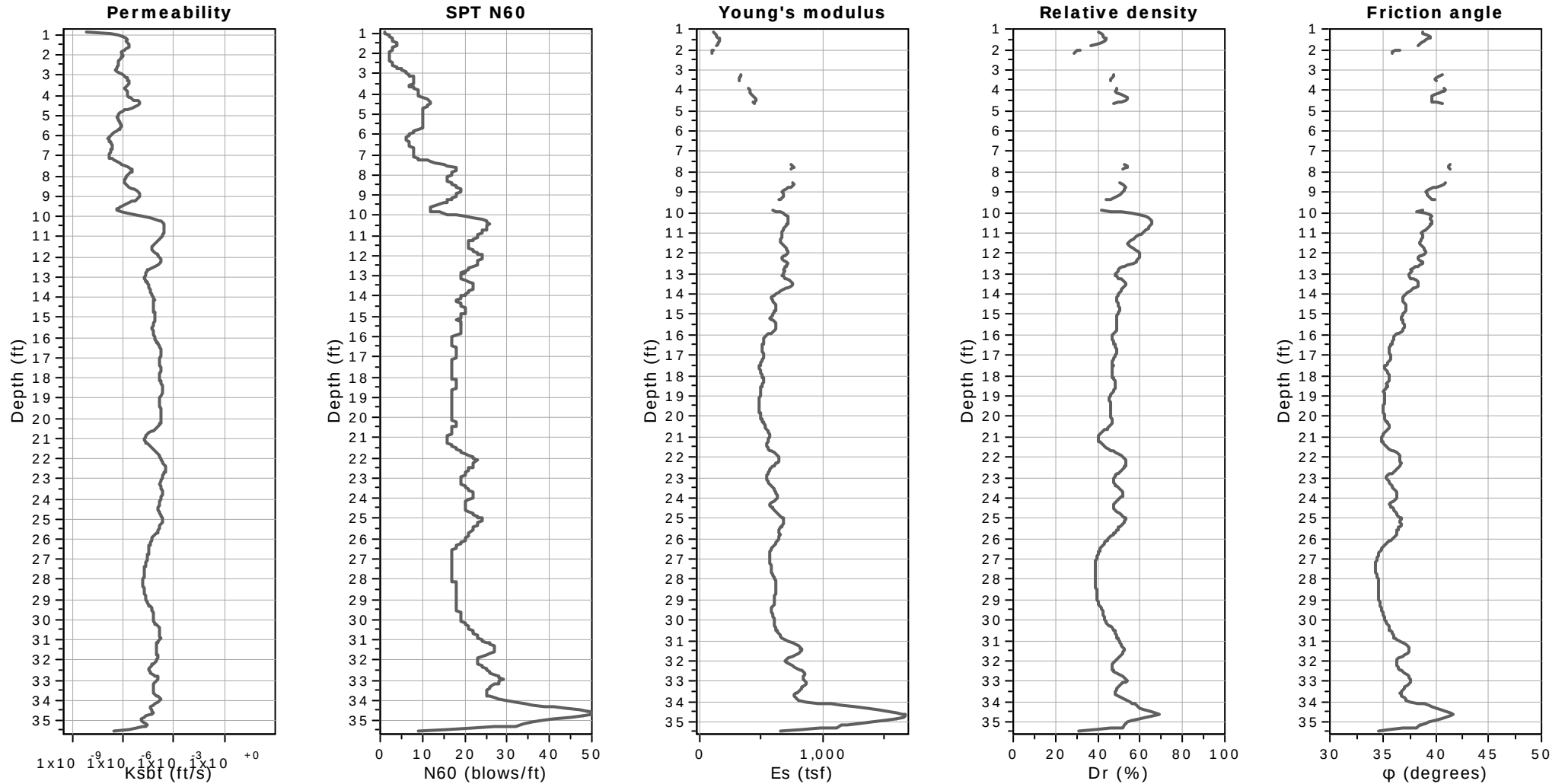


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

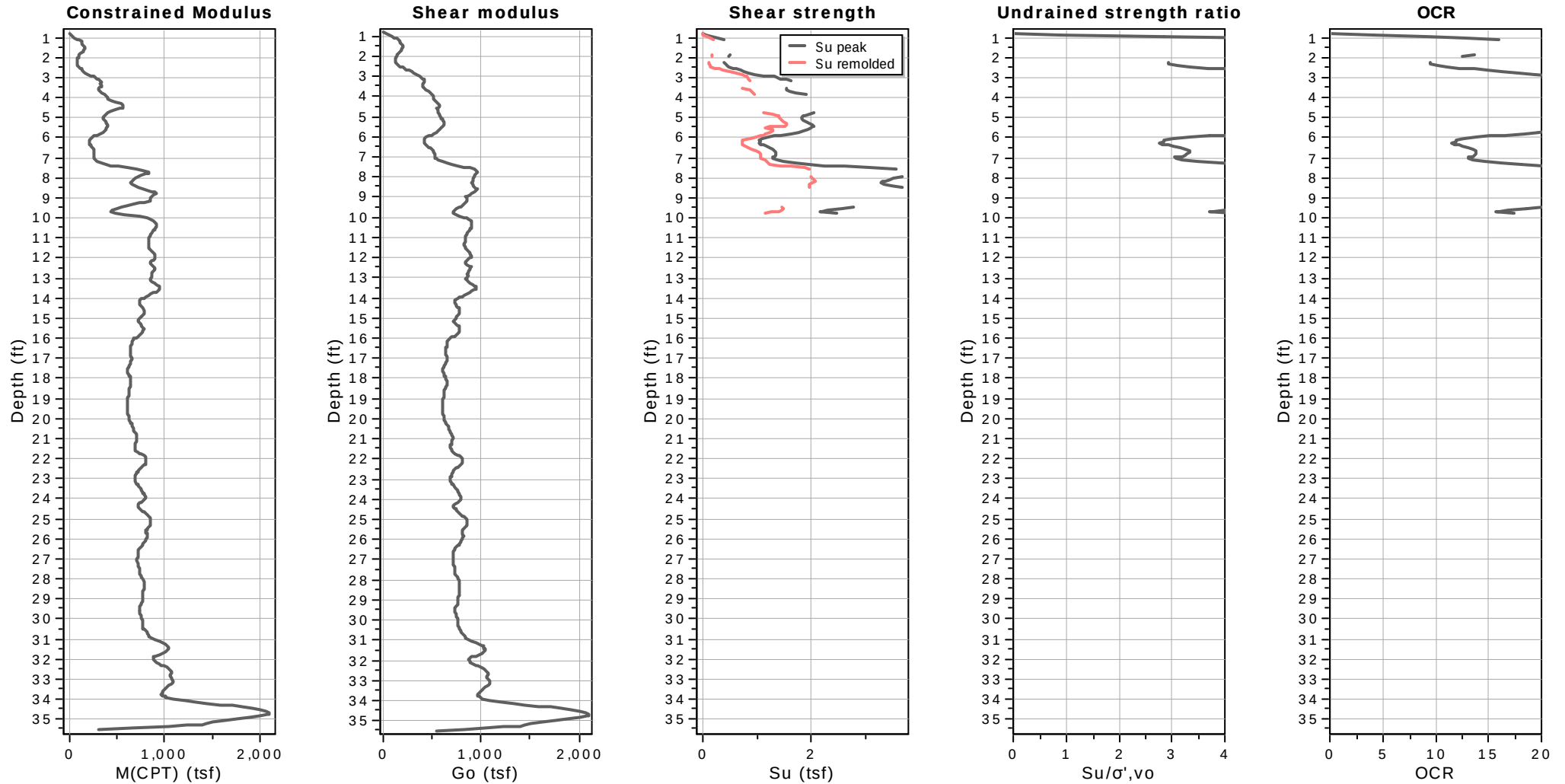
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

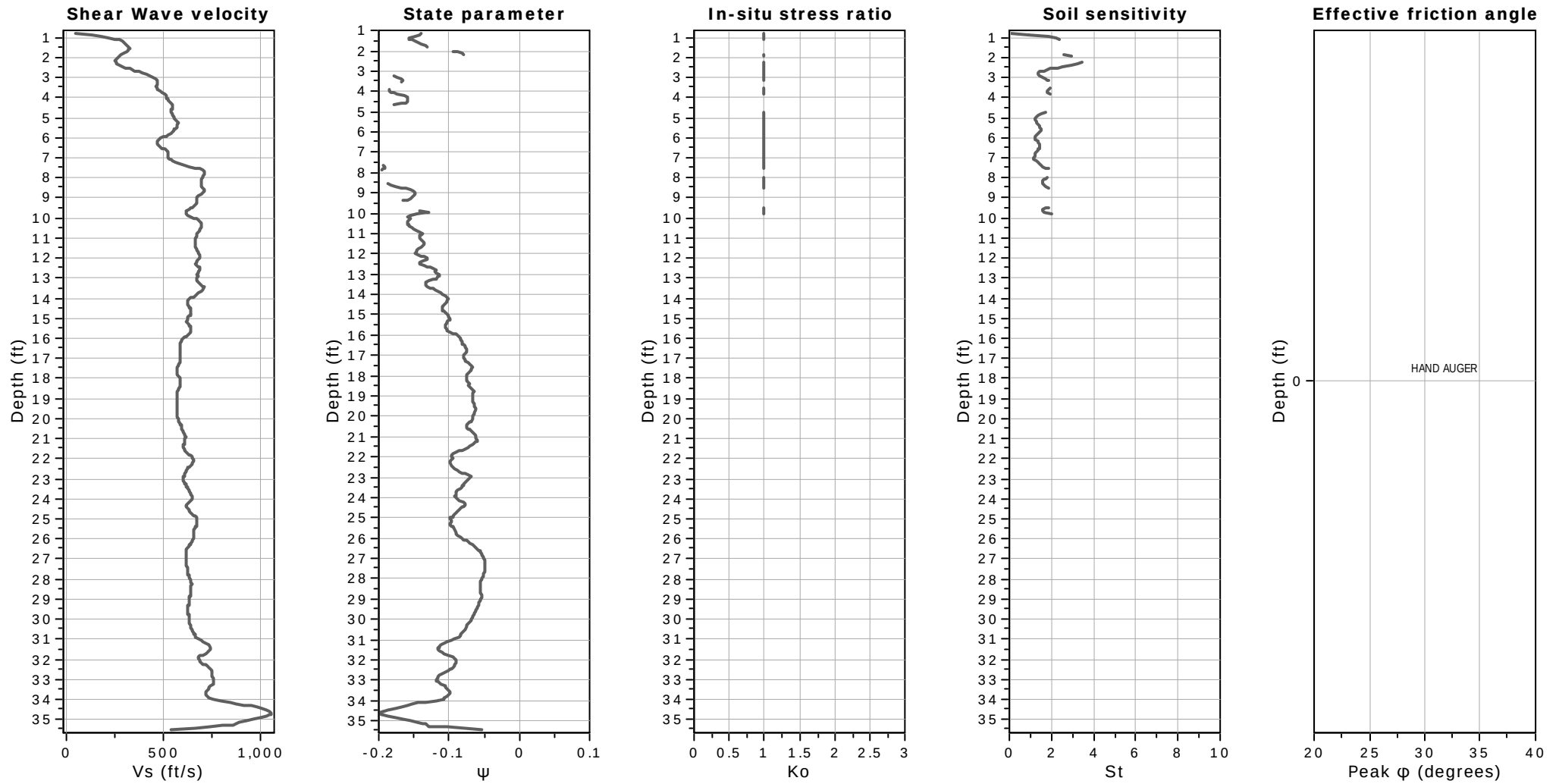
OCR factor for clays, N_{kt} : 0.33

● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



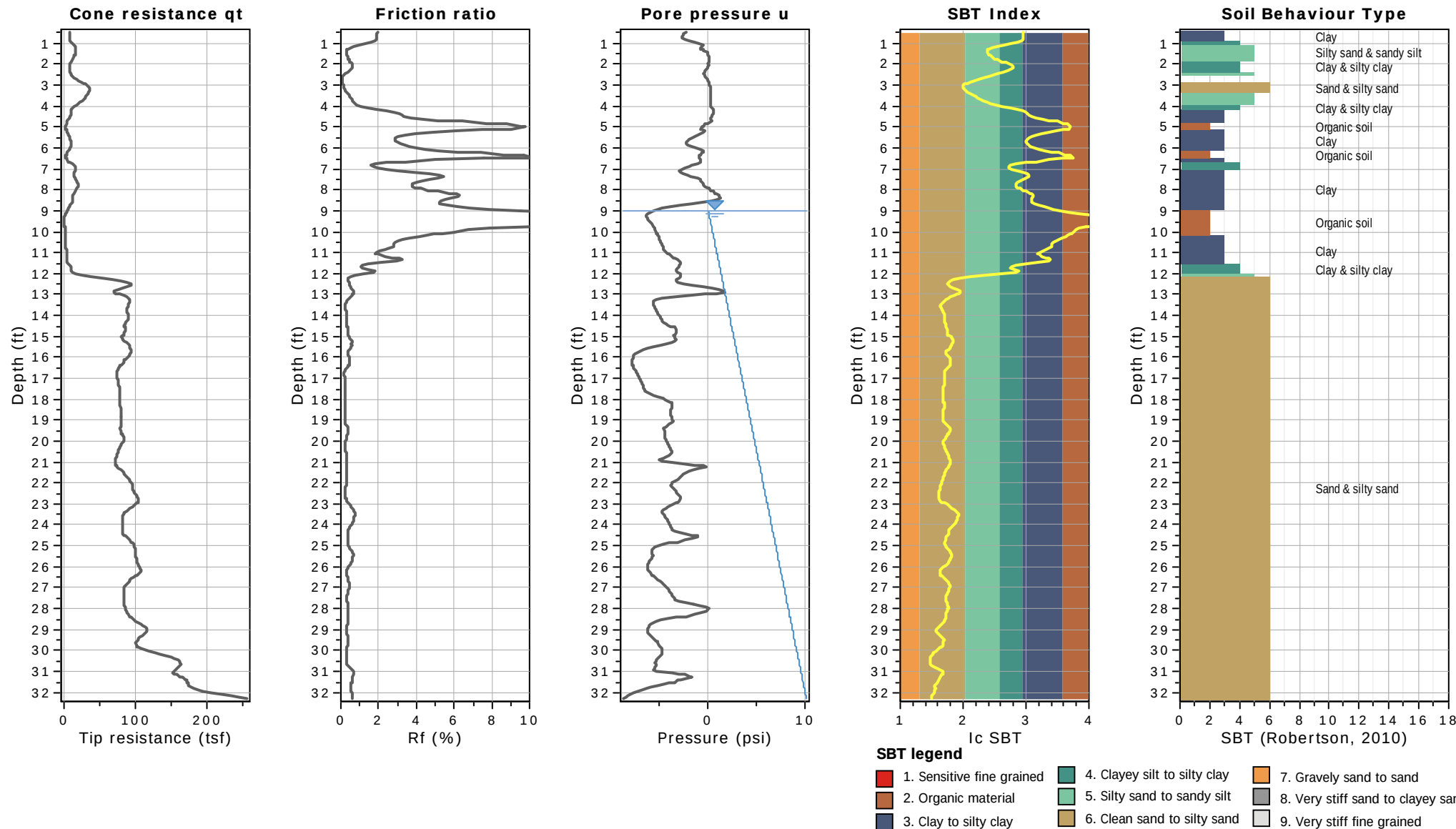
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



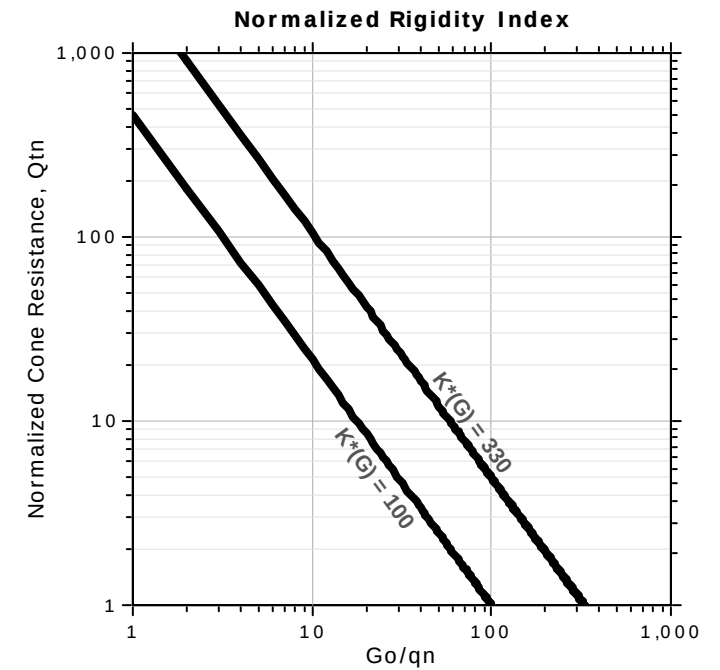
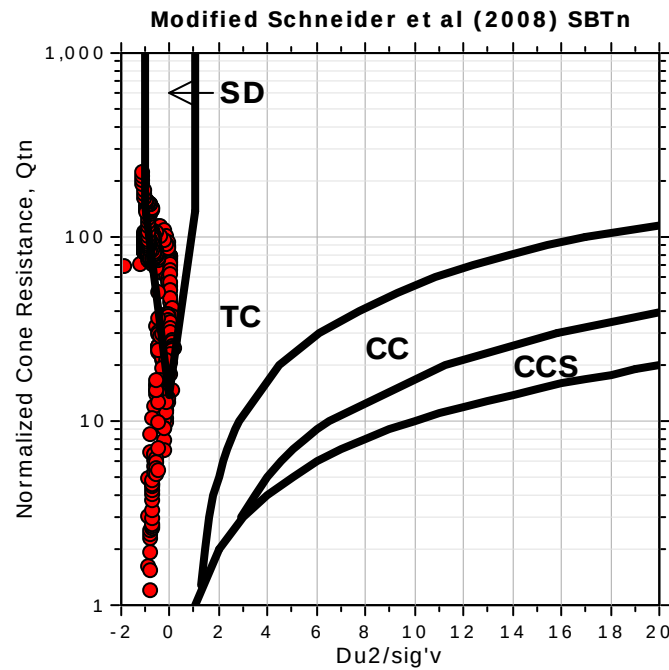
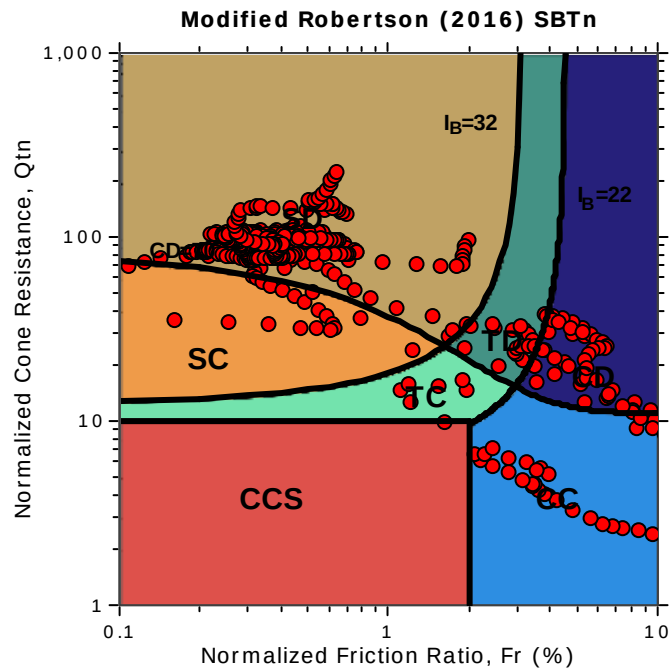


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

CPT: CPT-12

Total depth: 32.30 ft, Date: 12/20/2022
Surface Elevation: 81.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots

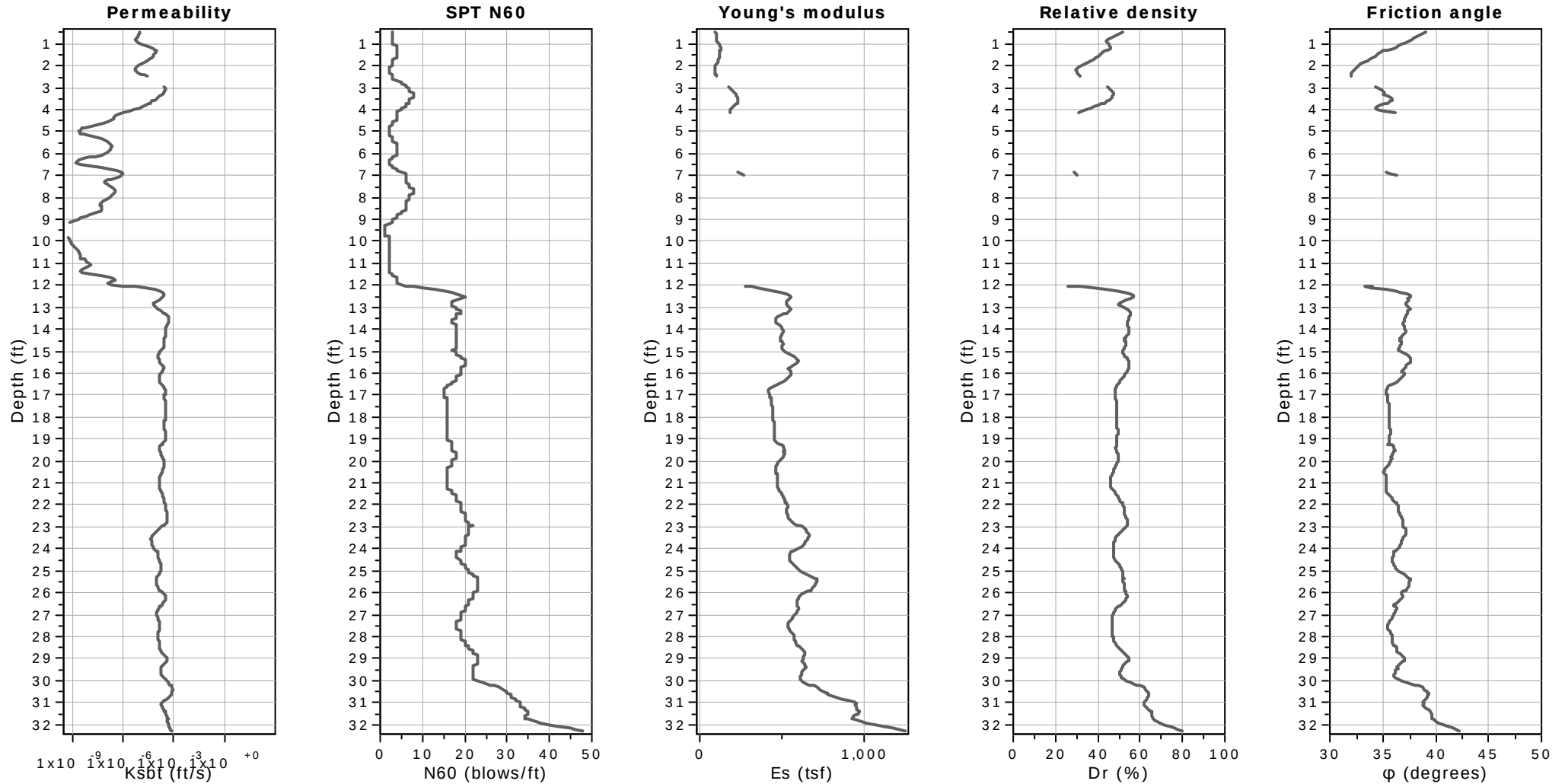


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

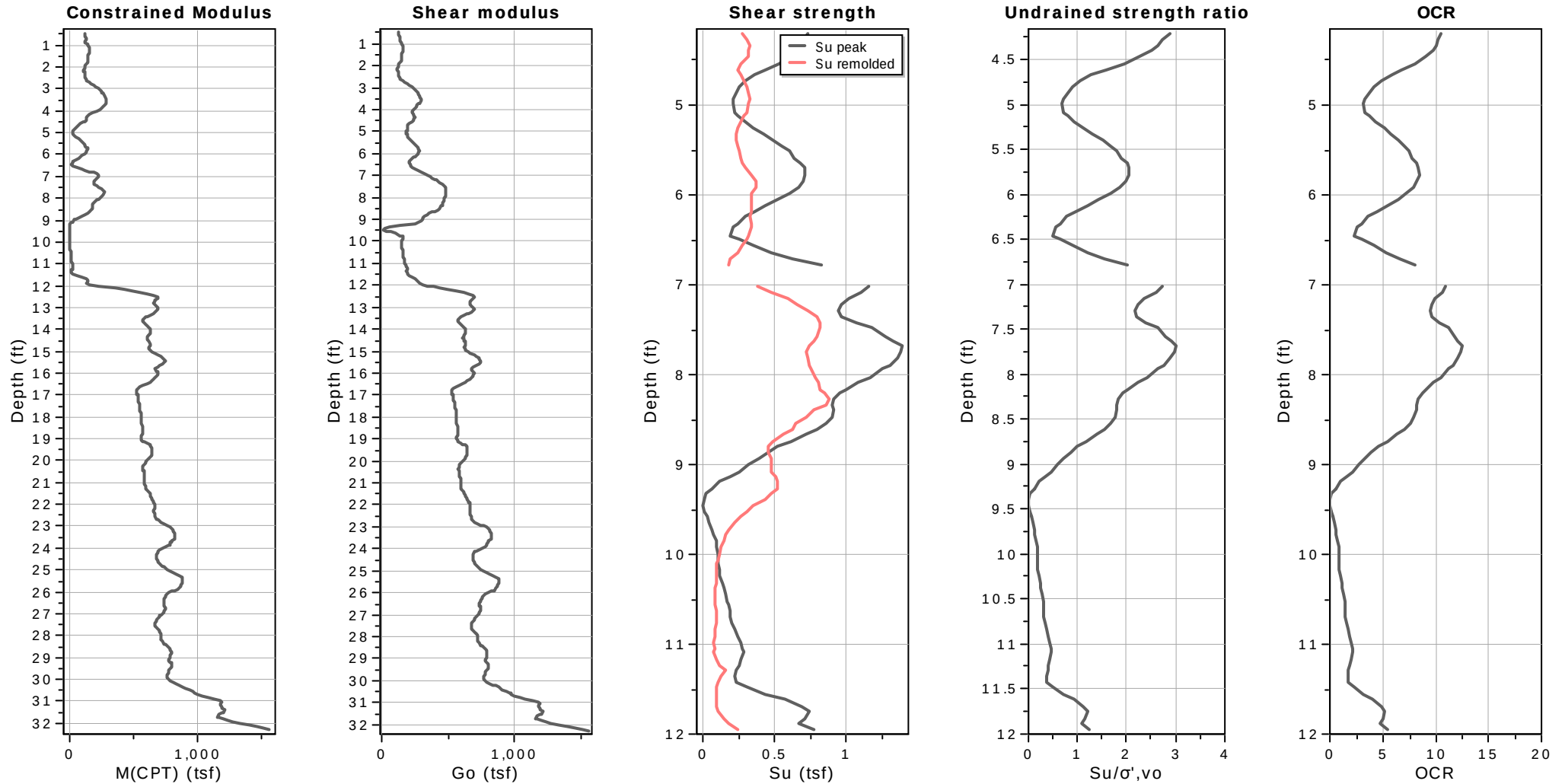
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

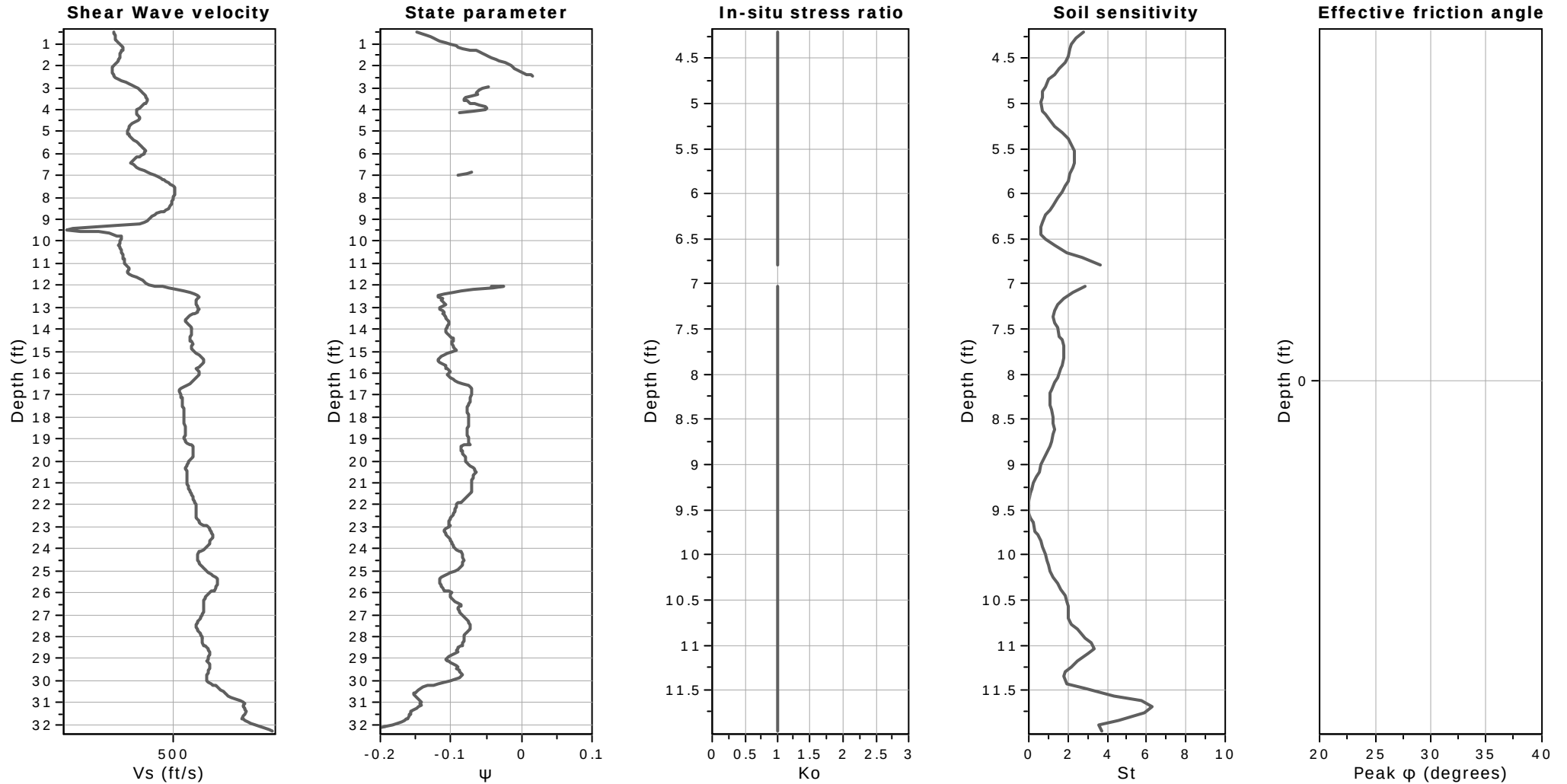
OCR factor for clays, N_{kt} : 0.33

● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



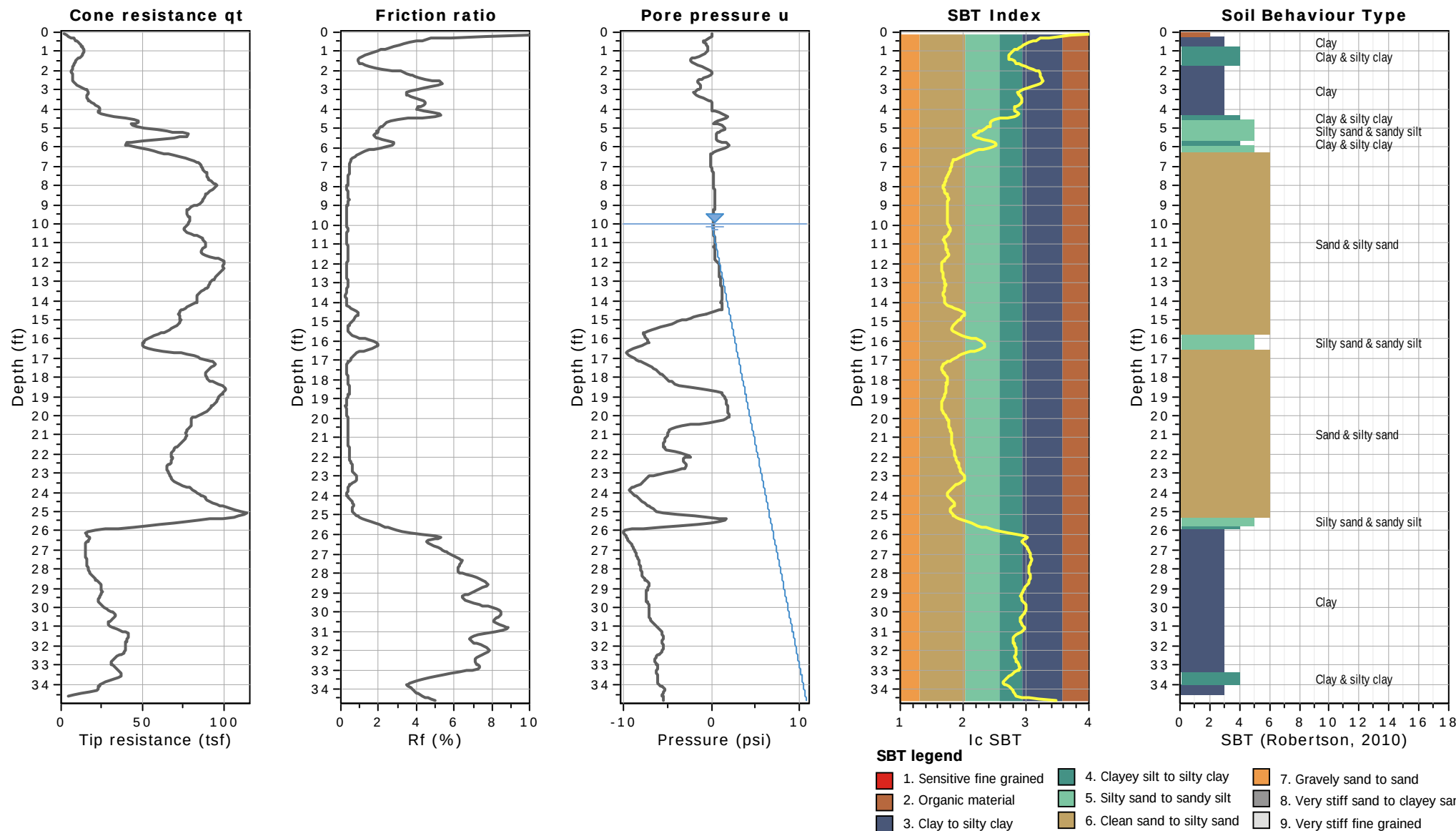
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



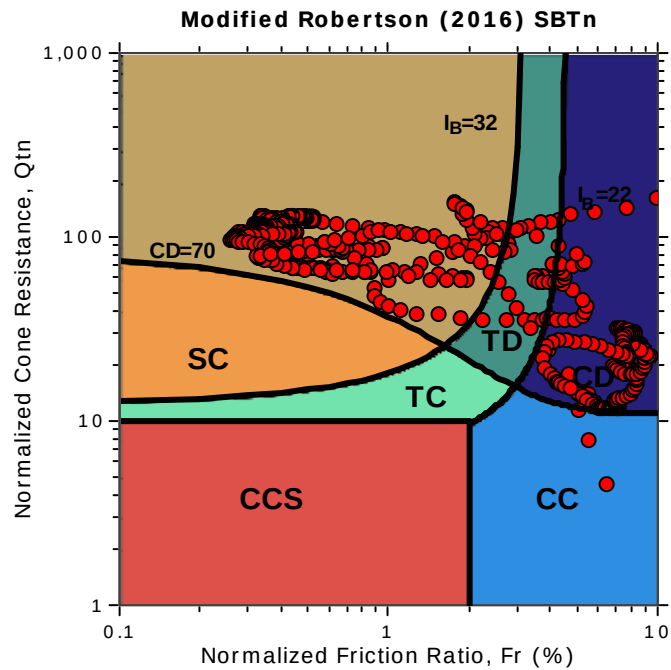


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

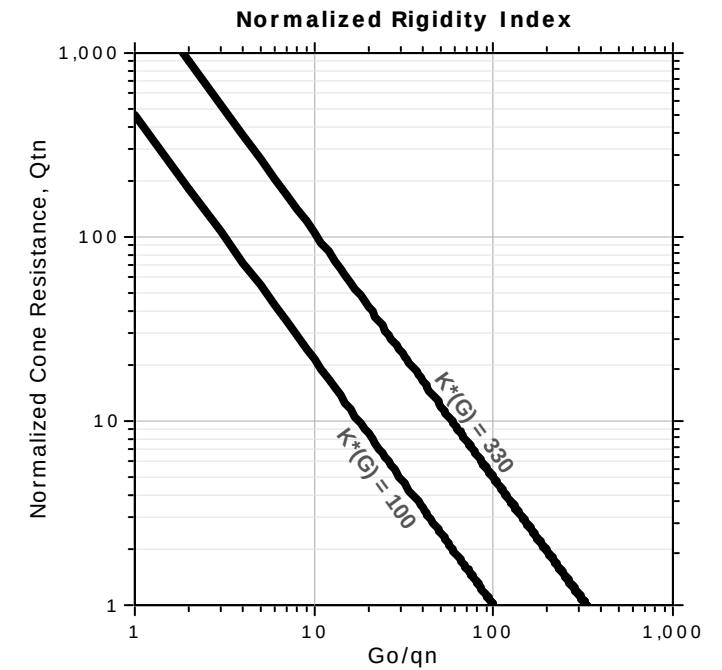
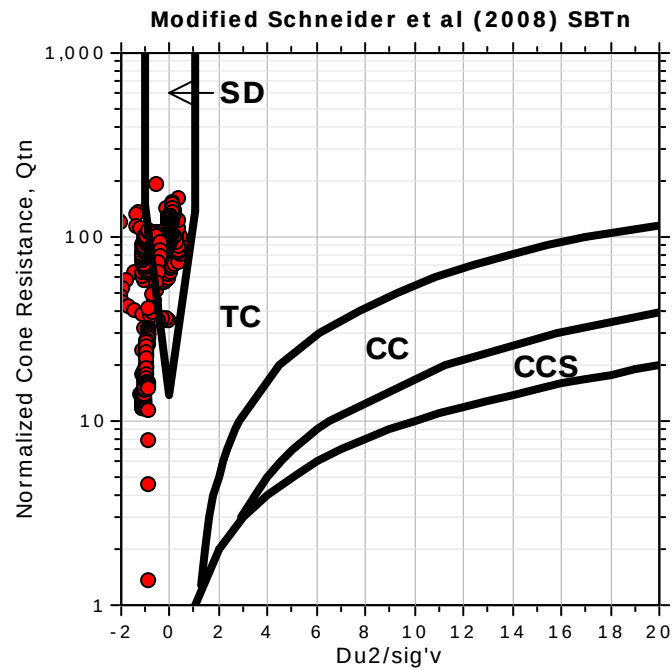
CPT: CPT-13

Total depth: 34.85 ft, Date: 12/20/2022
Surface Elevation: 81.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



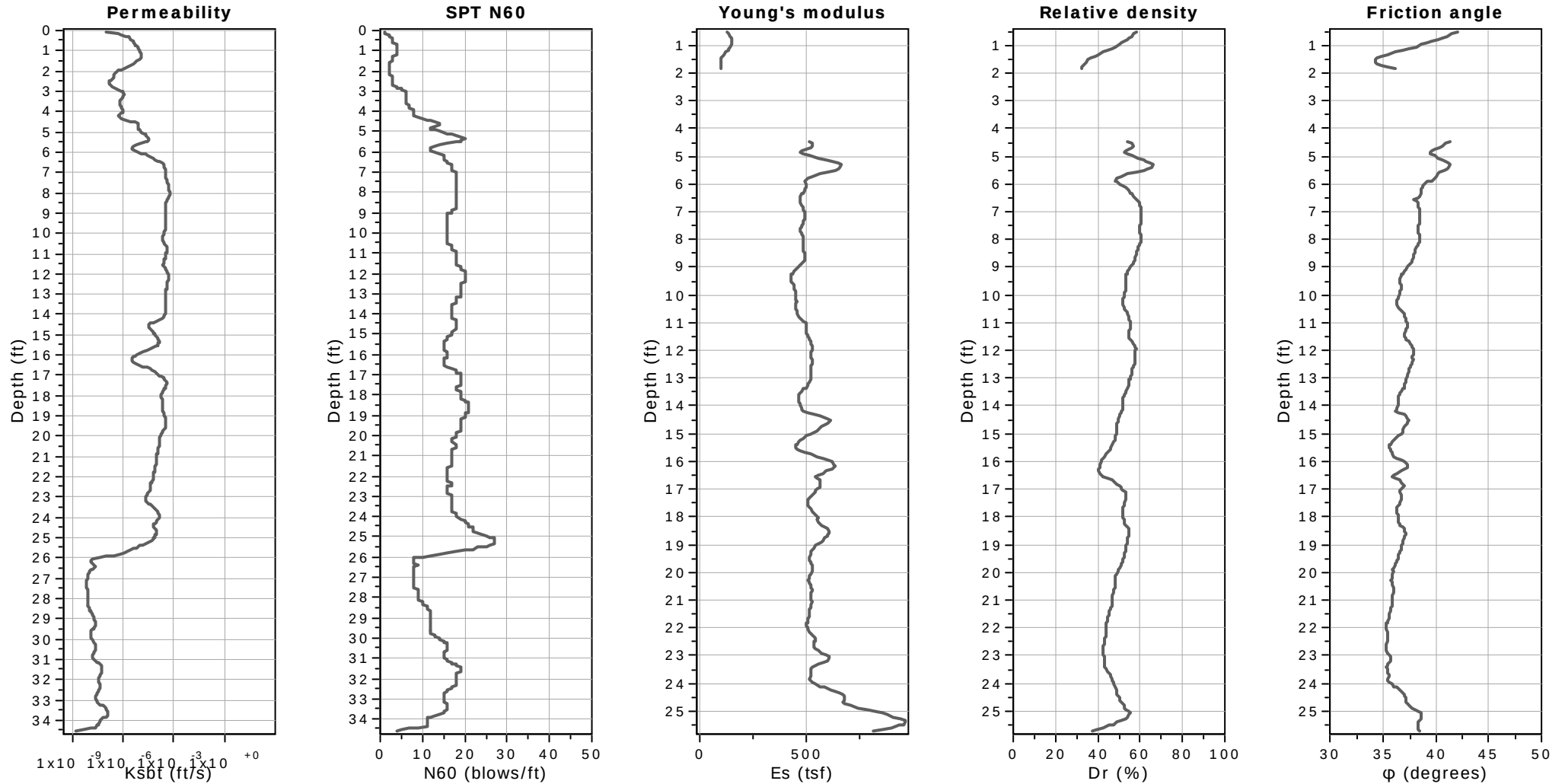
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

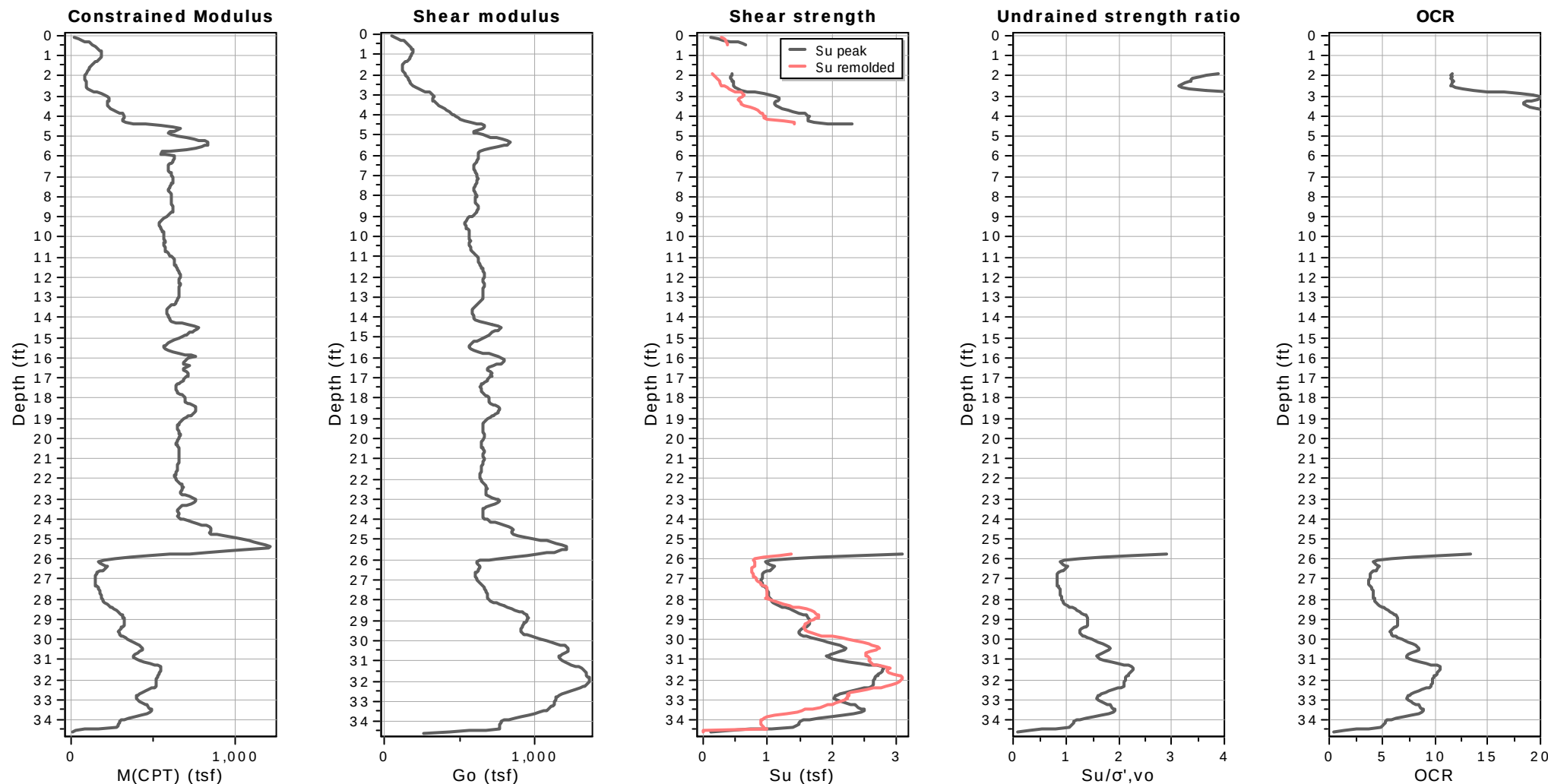
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

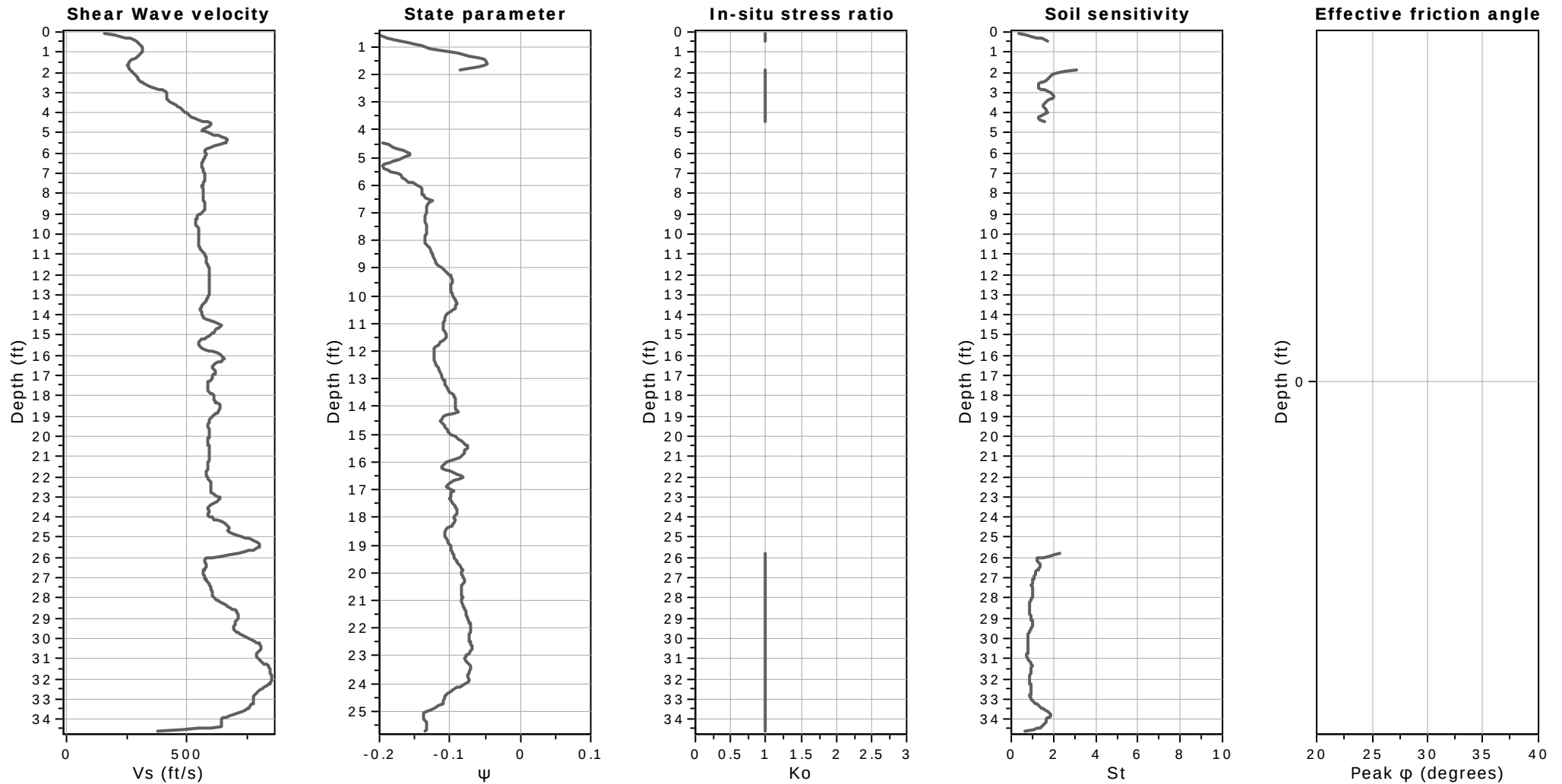
● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



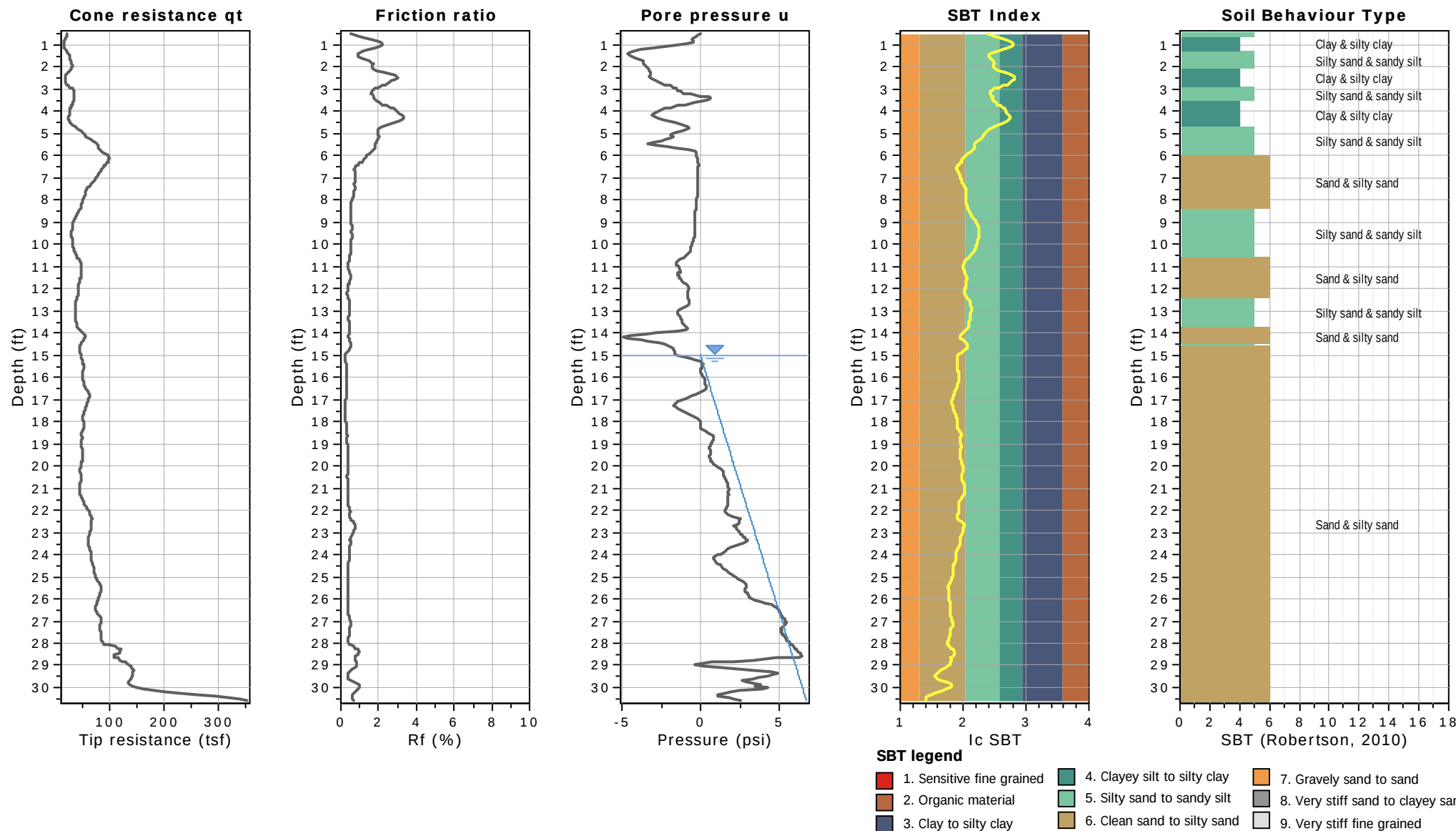
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

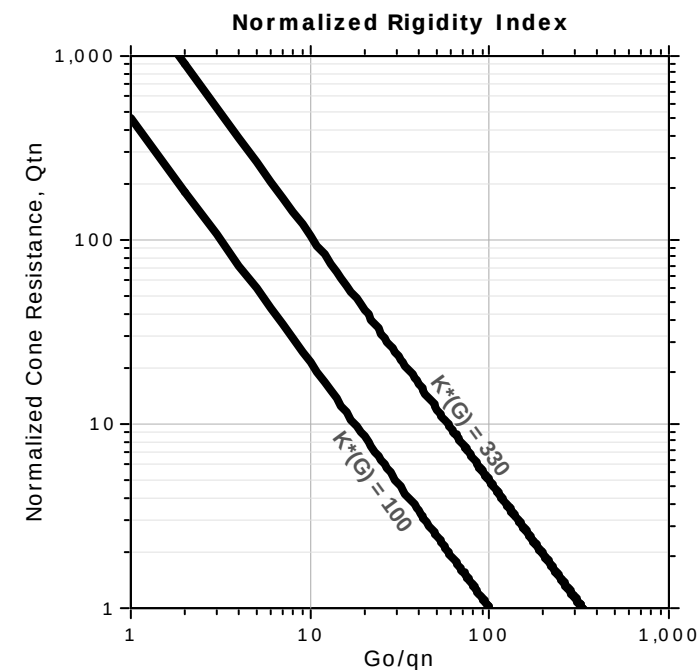
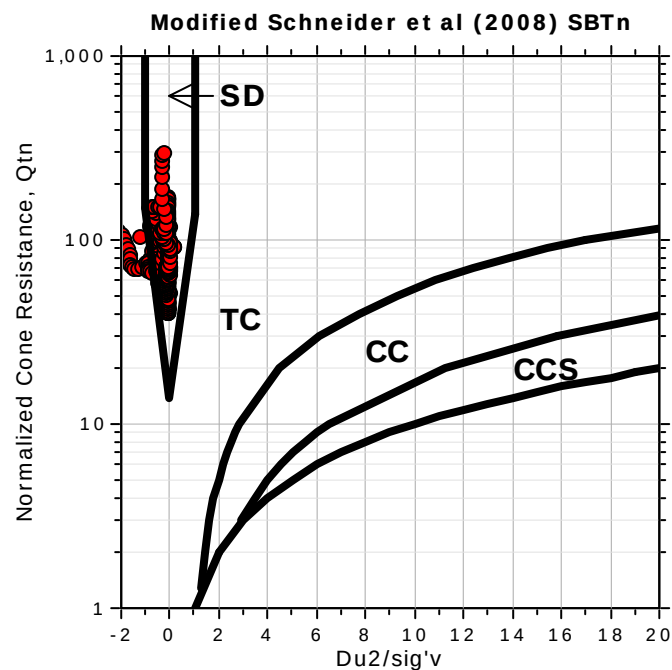
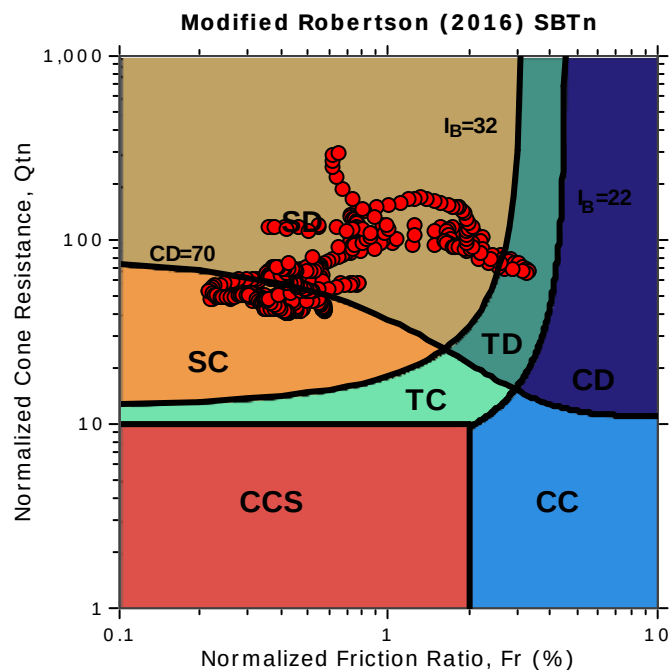
—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



Updated SBTn plots

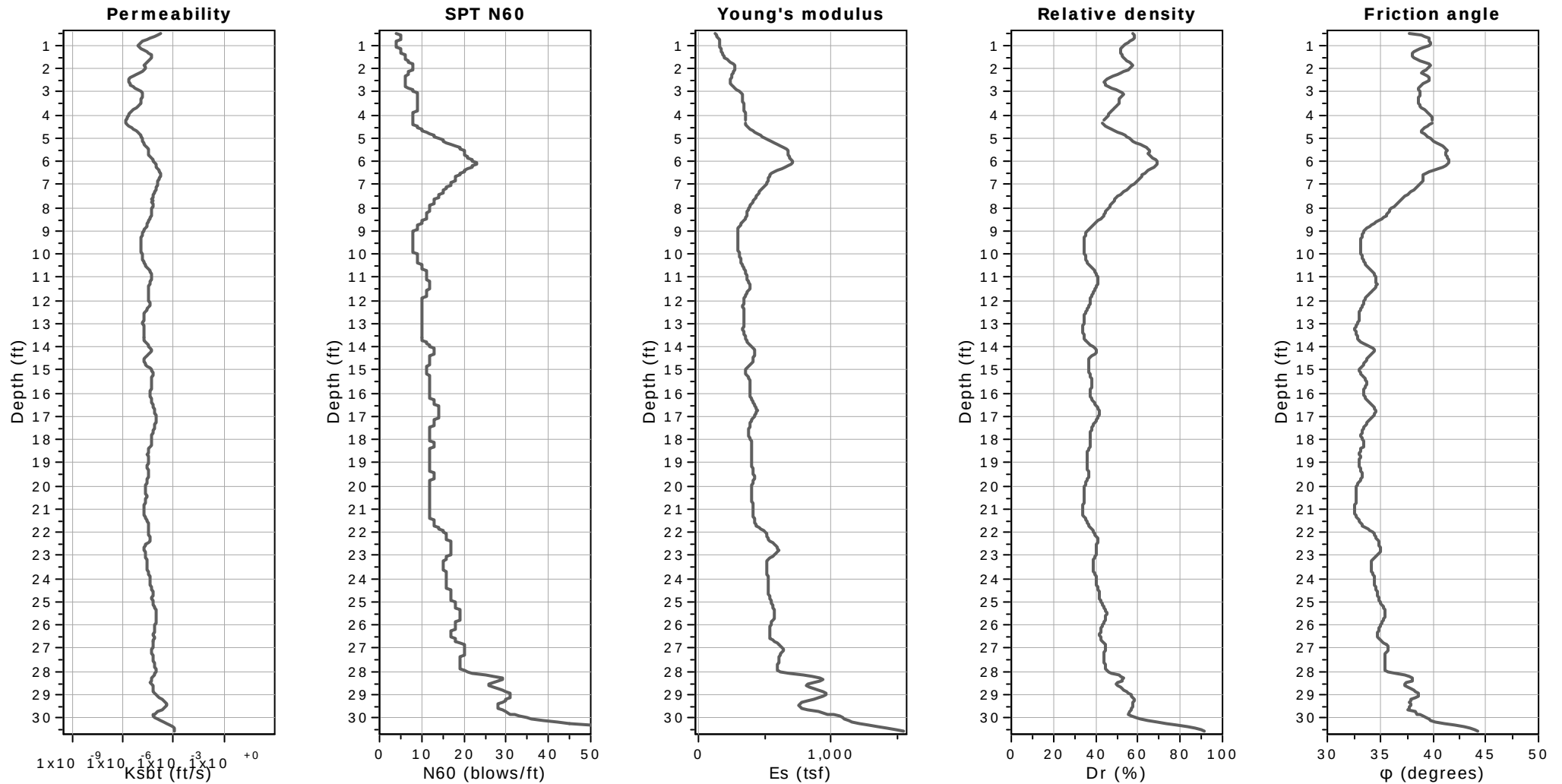


CCS: Clay-like - Contractive - Sensitive
 CC: Clay-like - Contractive
 CD: Clay-like - Dilative
 TC: Transitional - Contractive
 TD: Transitional - Dilative
 SC: Sand-like - Contractive
 SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
 (e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

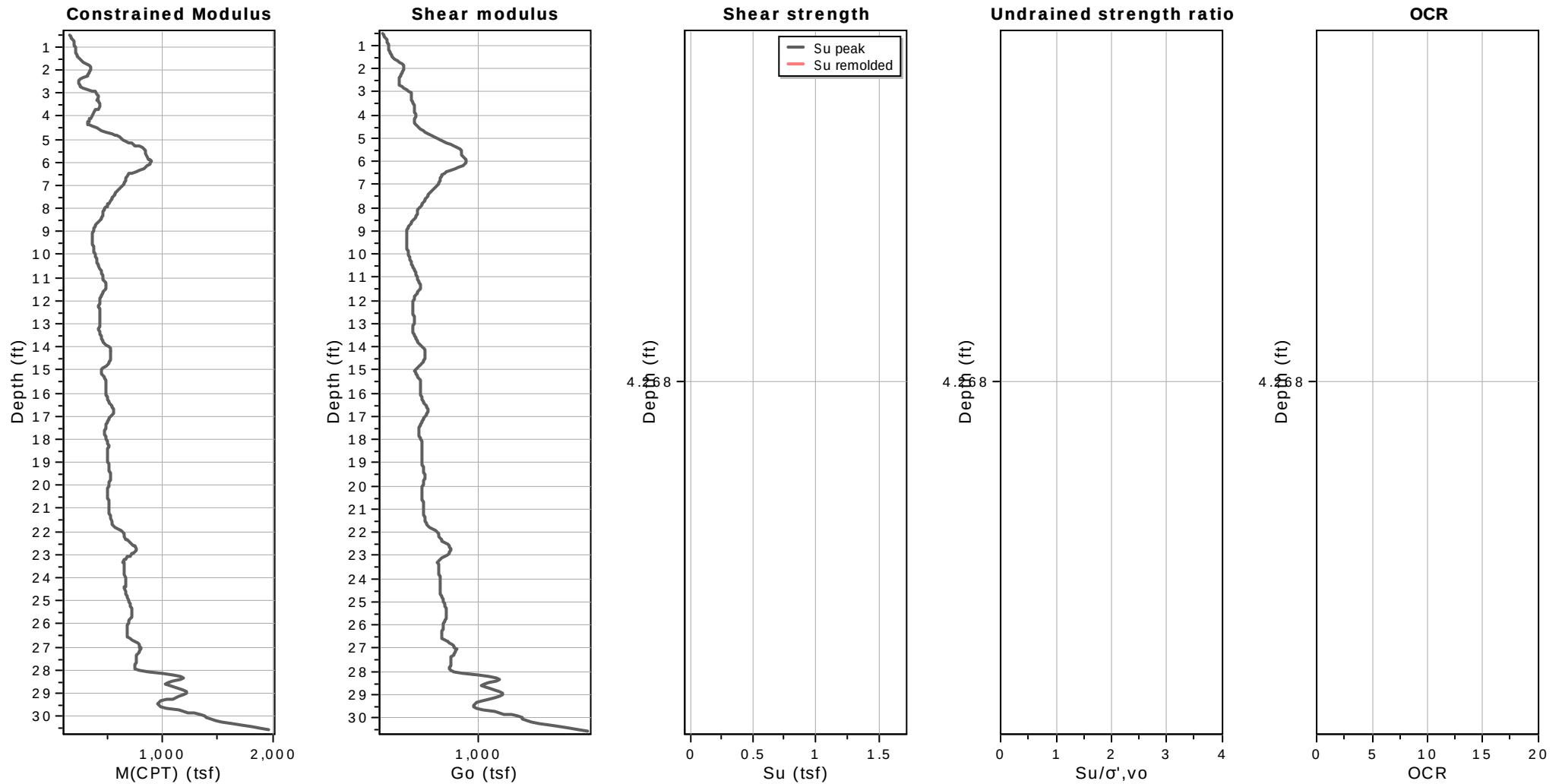
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

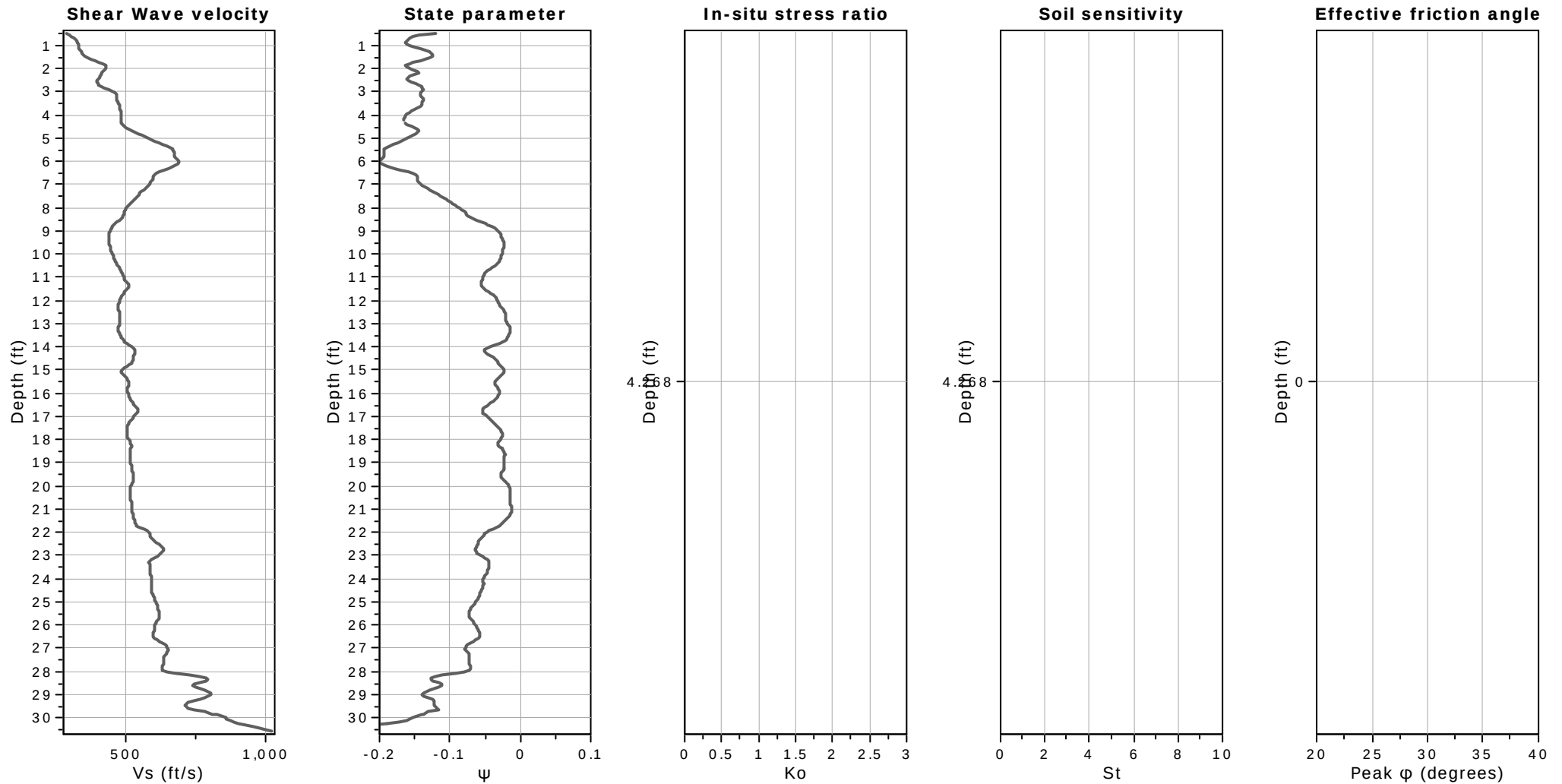
OCR factor for clays, N_{kt} : 0.33

—●— User defined estimation data

—●— Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



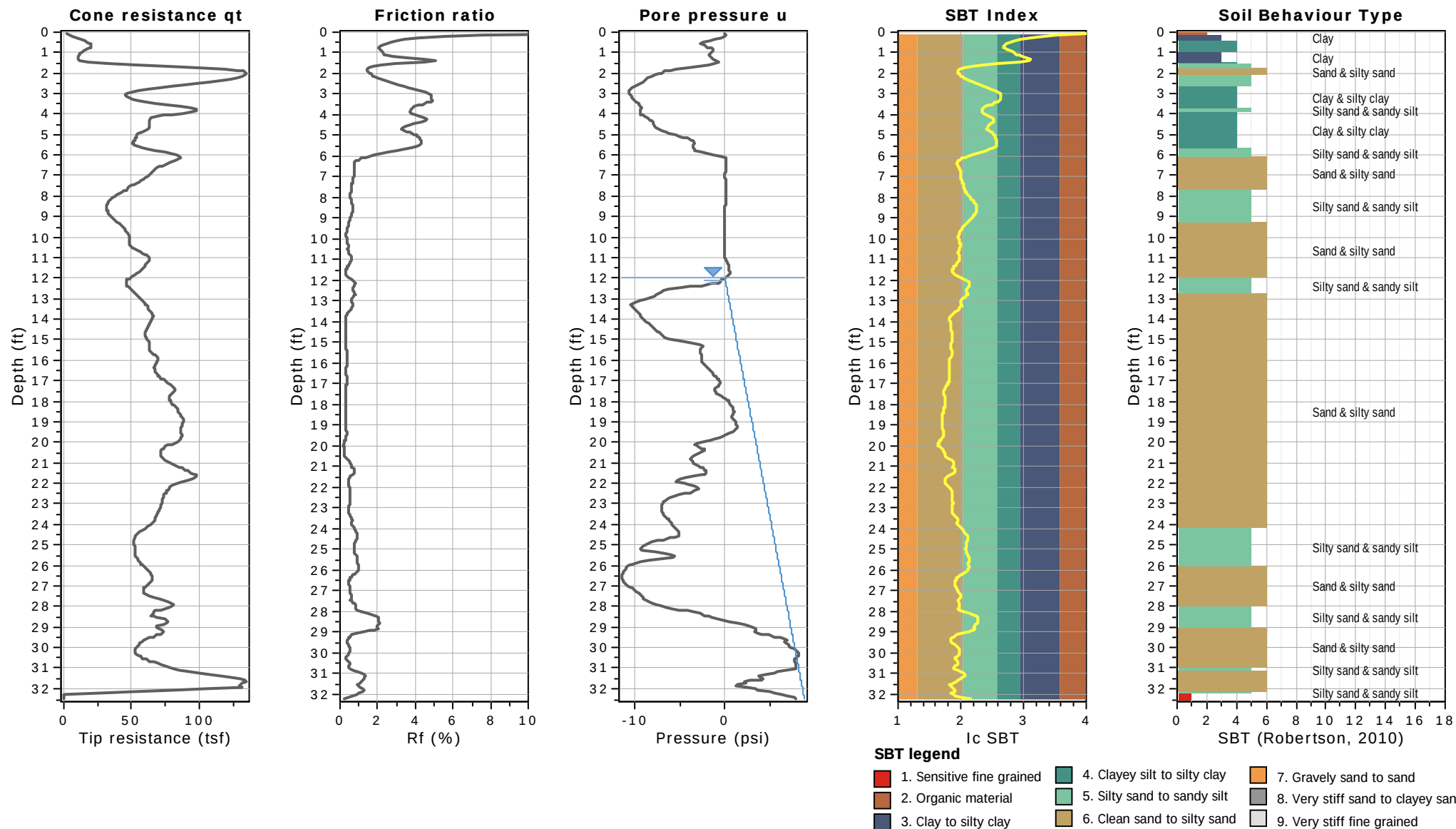
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

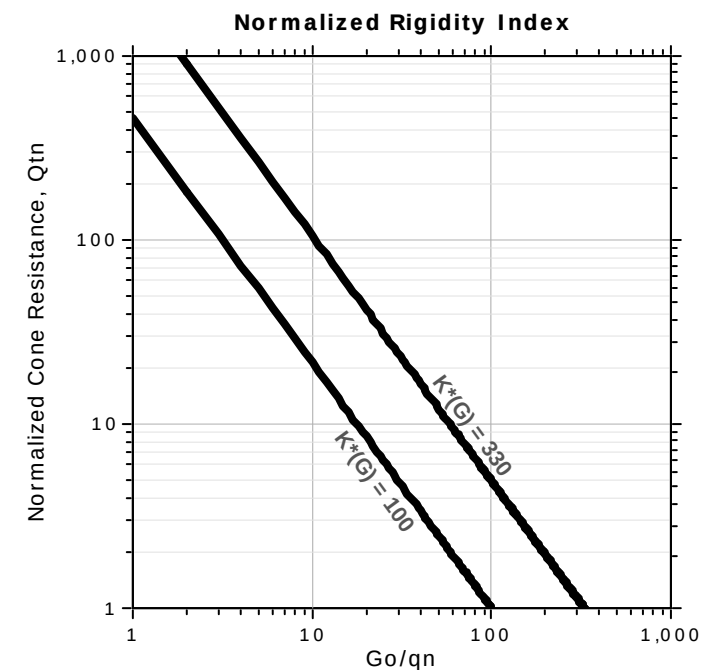
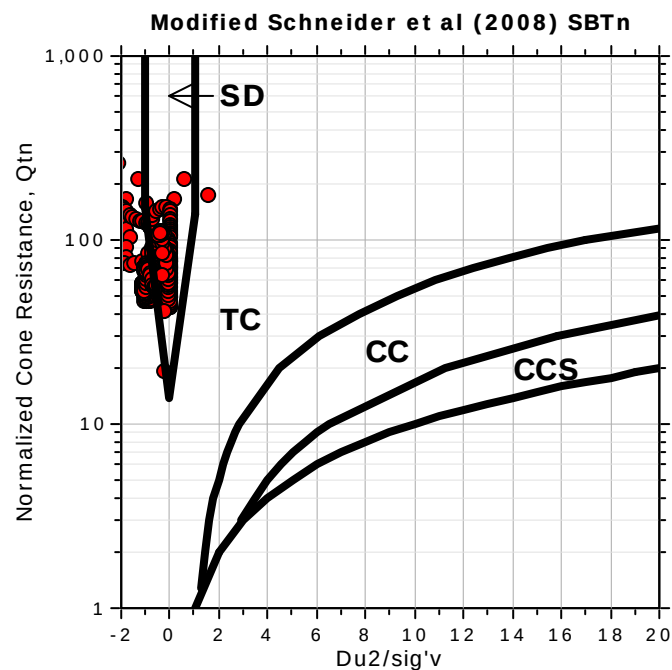
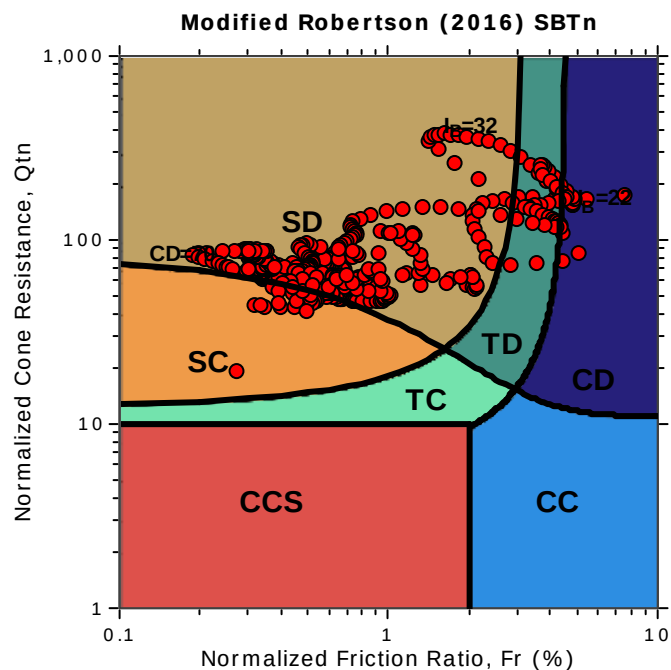
—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



Updated SBTn plots

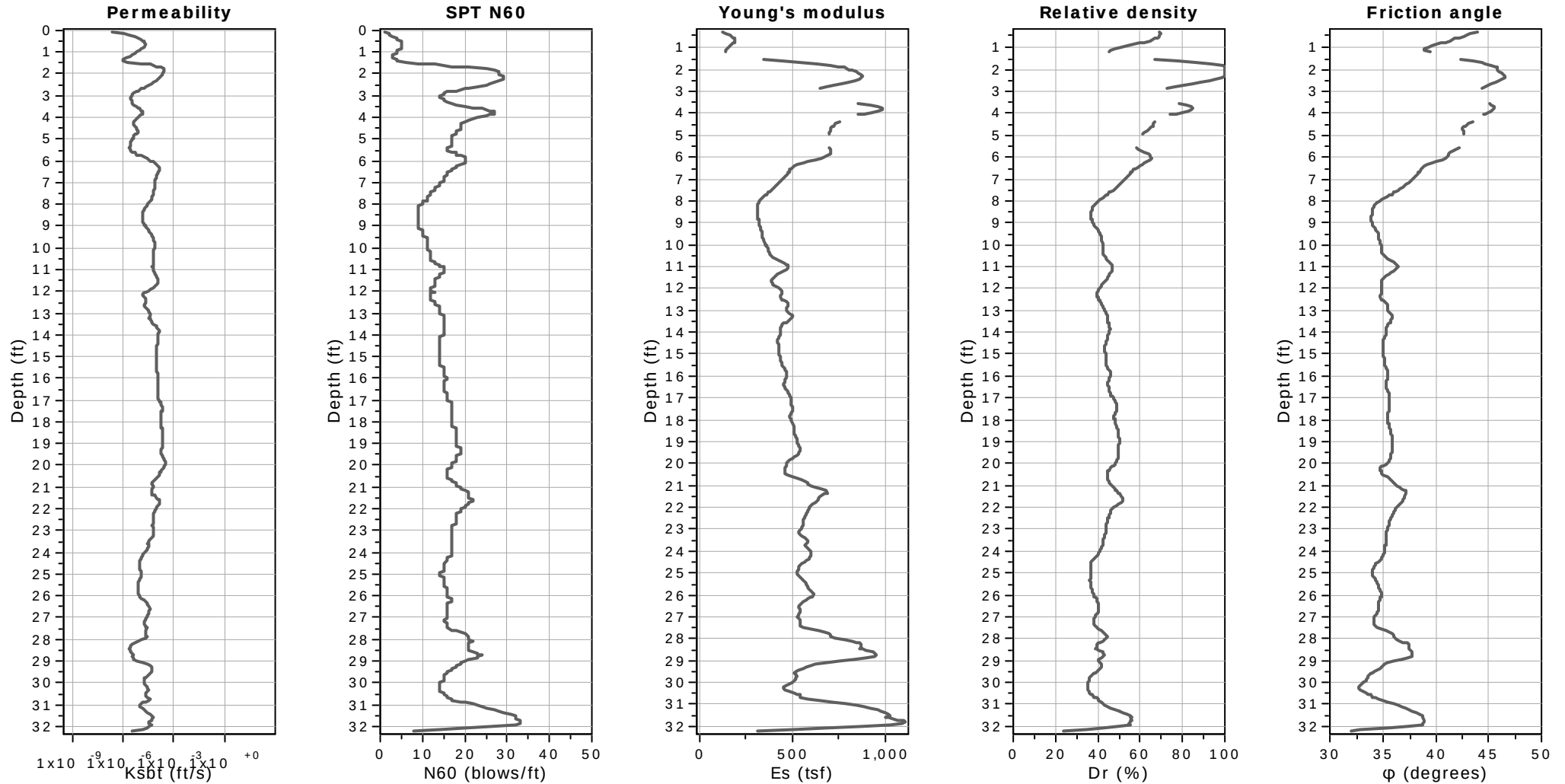


CCS: Clay-like - Contractive - Sensitive
 CC: Clay-like - Contractive
 CD: Clay-like - Dilative
 TC: Transitional - Contractive
 TD: Transitional - Dilative
 SC: Sand-like - Contractive
 SD: Sand-like - Dilative

$K^*(G) > 330$: Soils with significant microstructure
 (e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

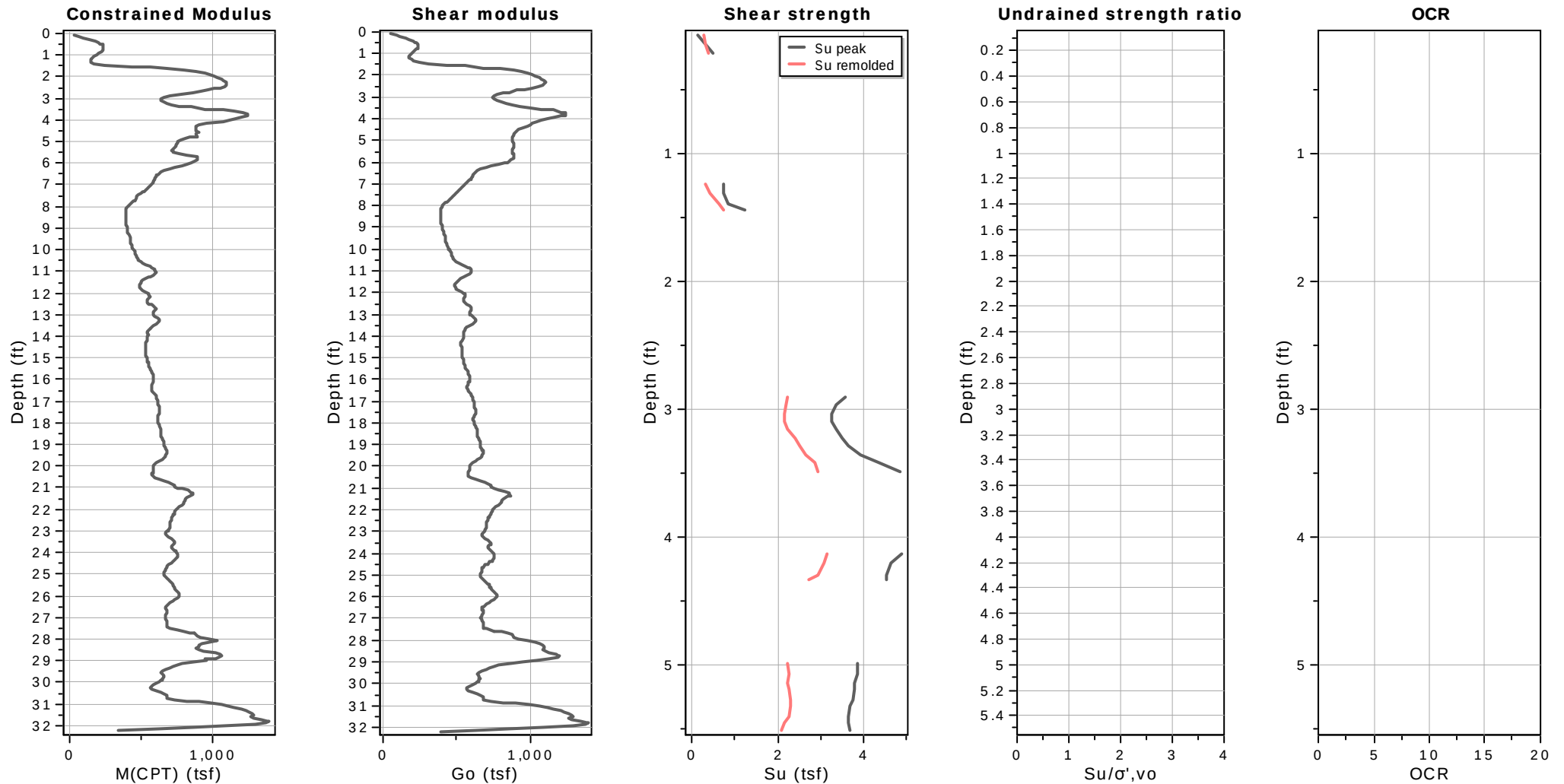
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

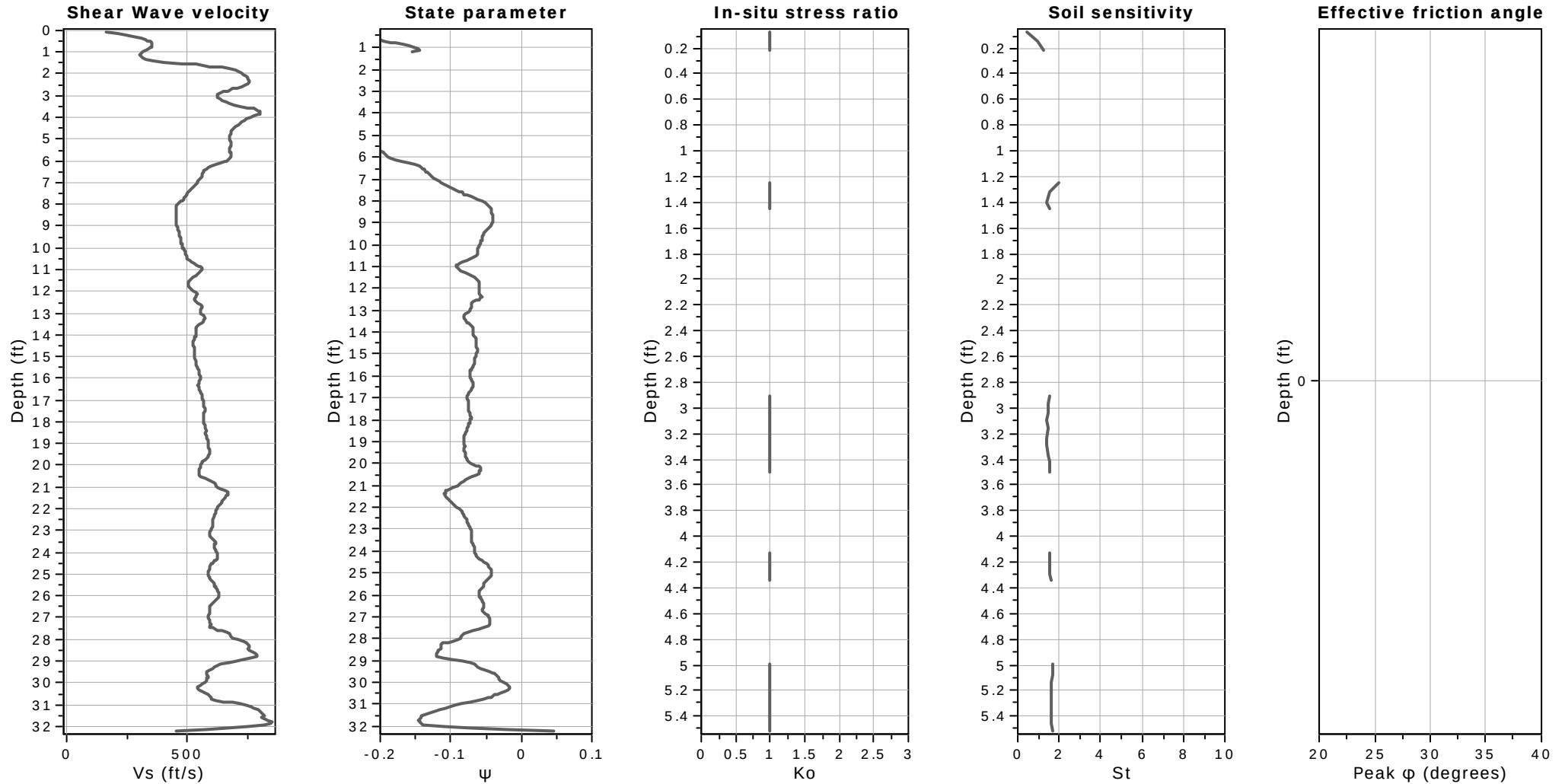
OCR factor for clays, N_{kt} : 0.33

● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



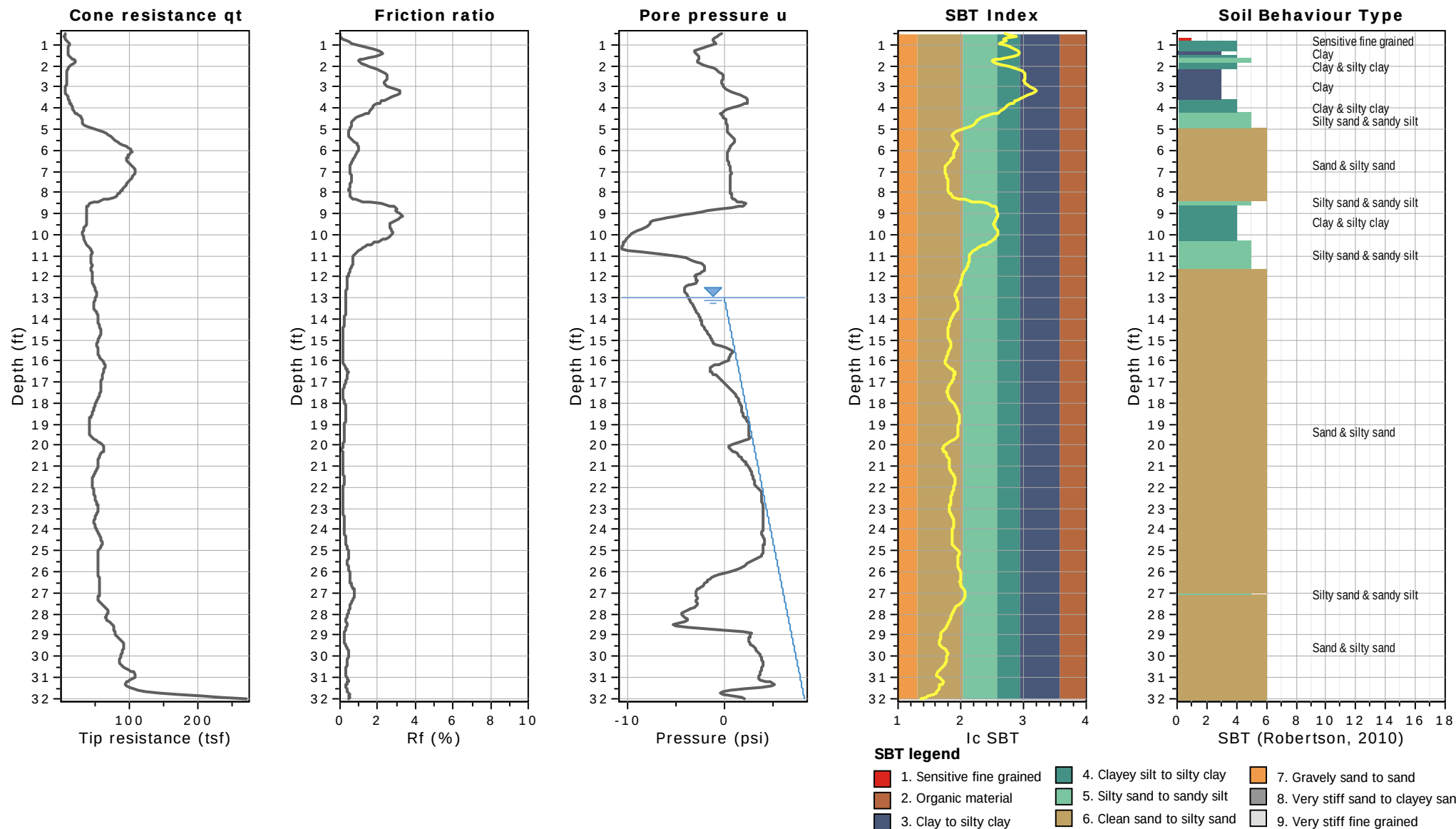
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



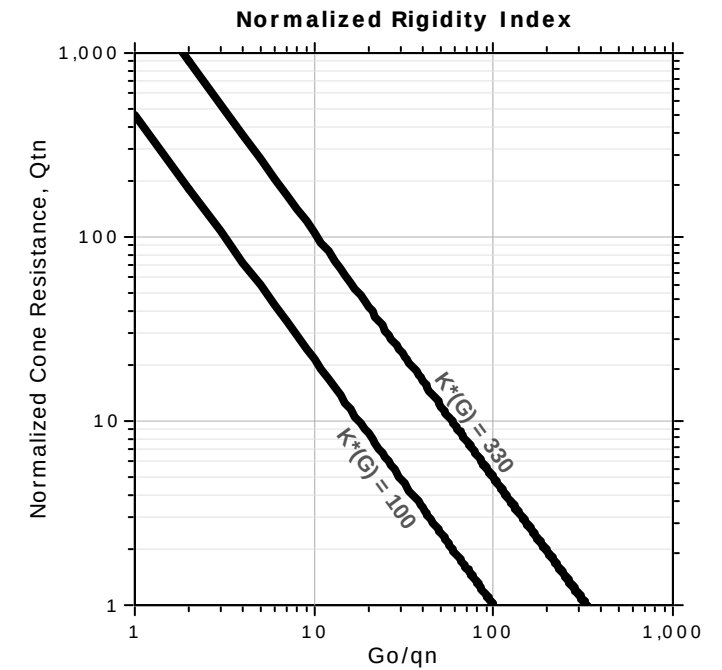
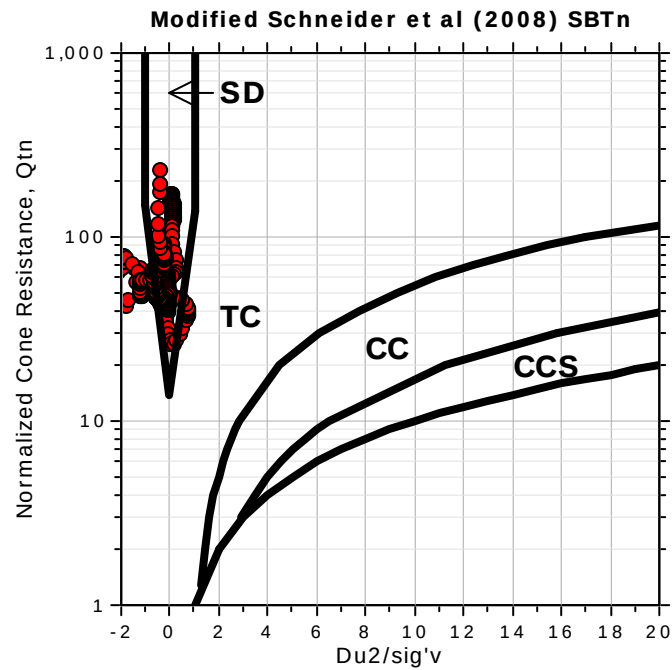
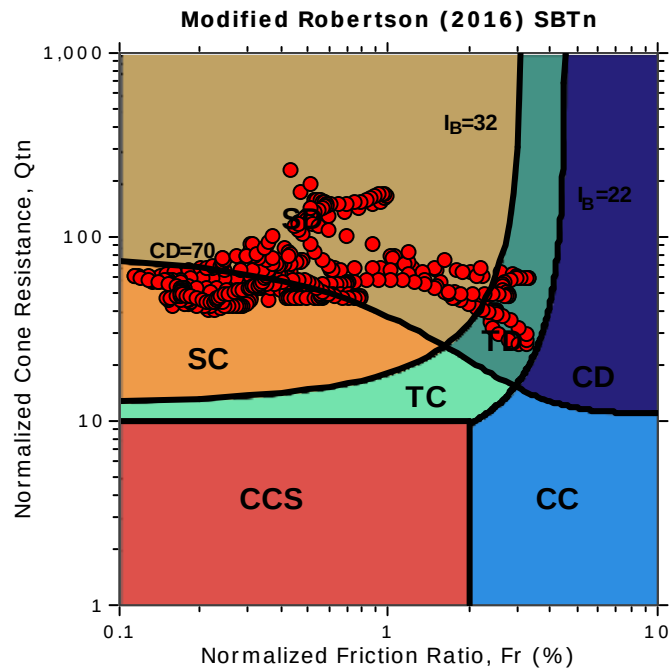


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

CPT: CPT-16

Total depth: 32.03 ft, Date: 12/20/2022
Surface Elevation: 79.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots

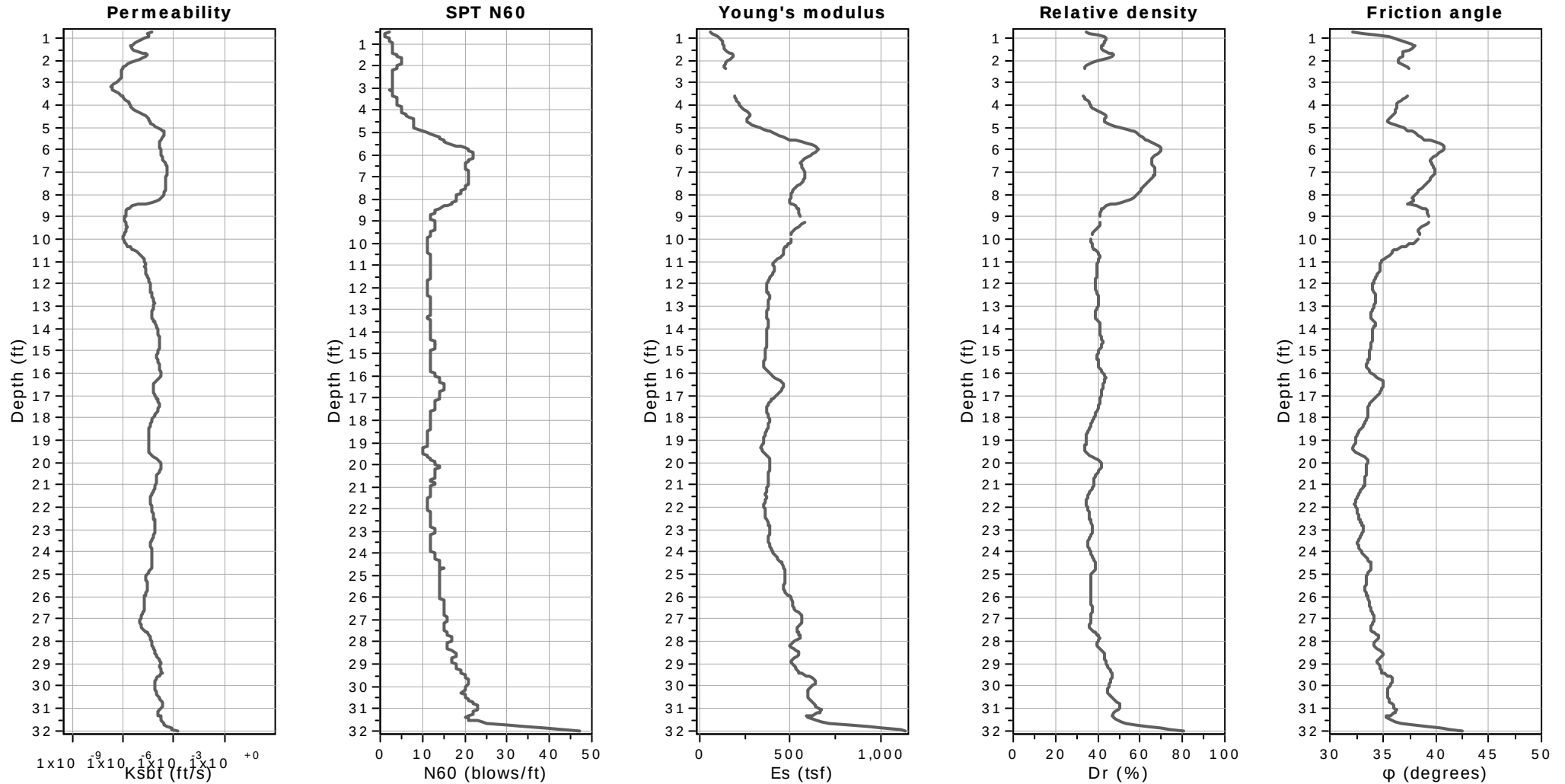


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

Relative density constant, C_{Dr} : 350.0

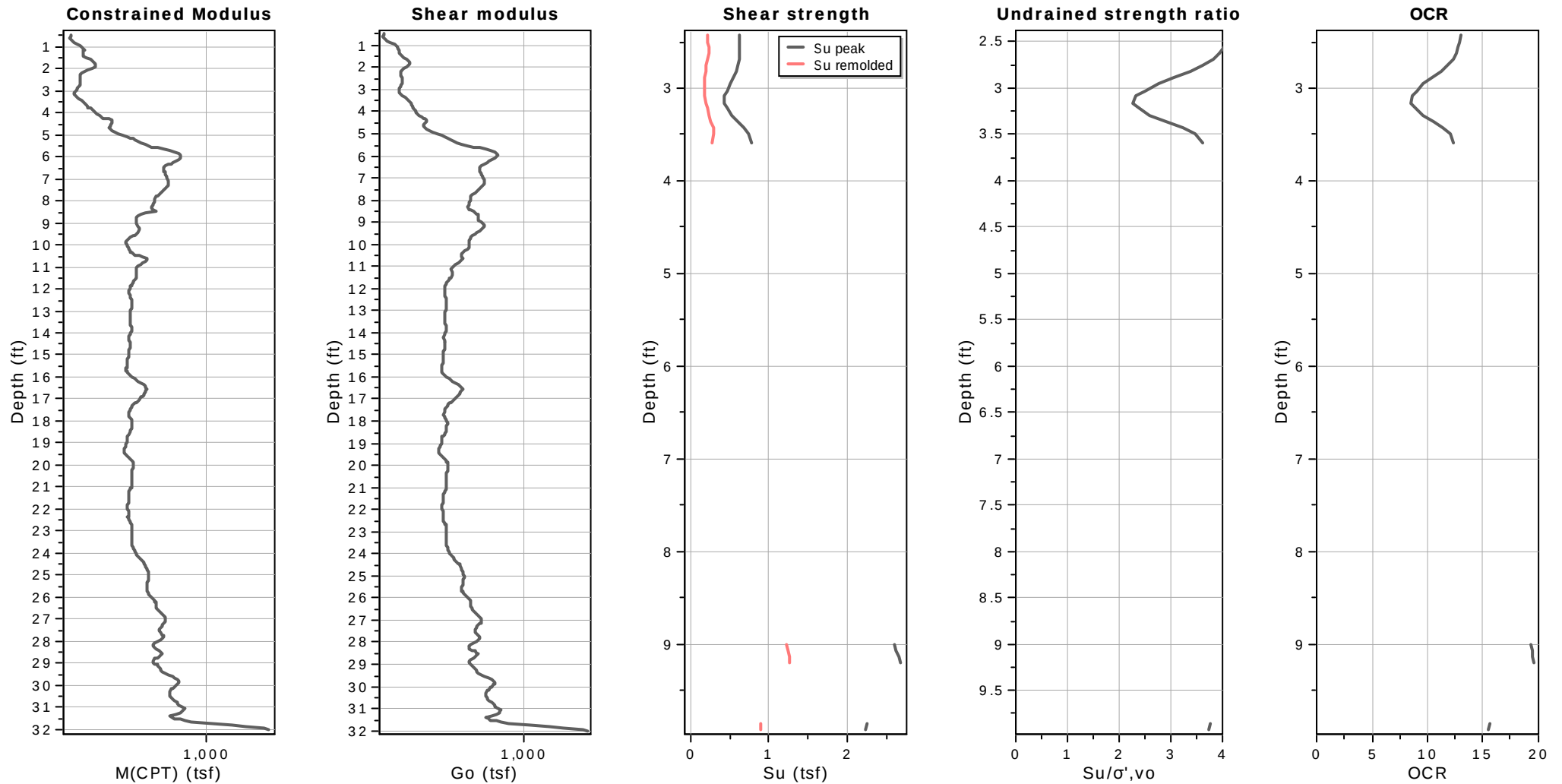
Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

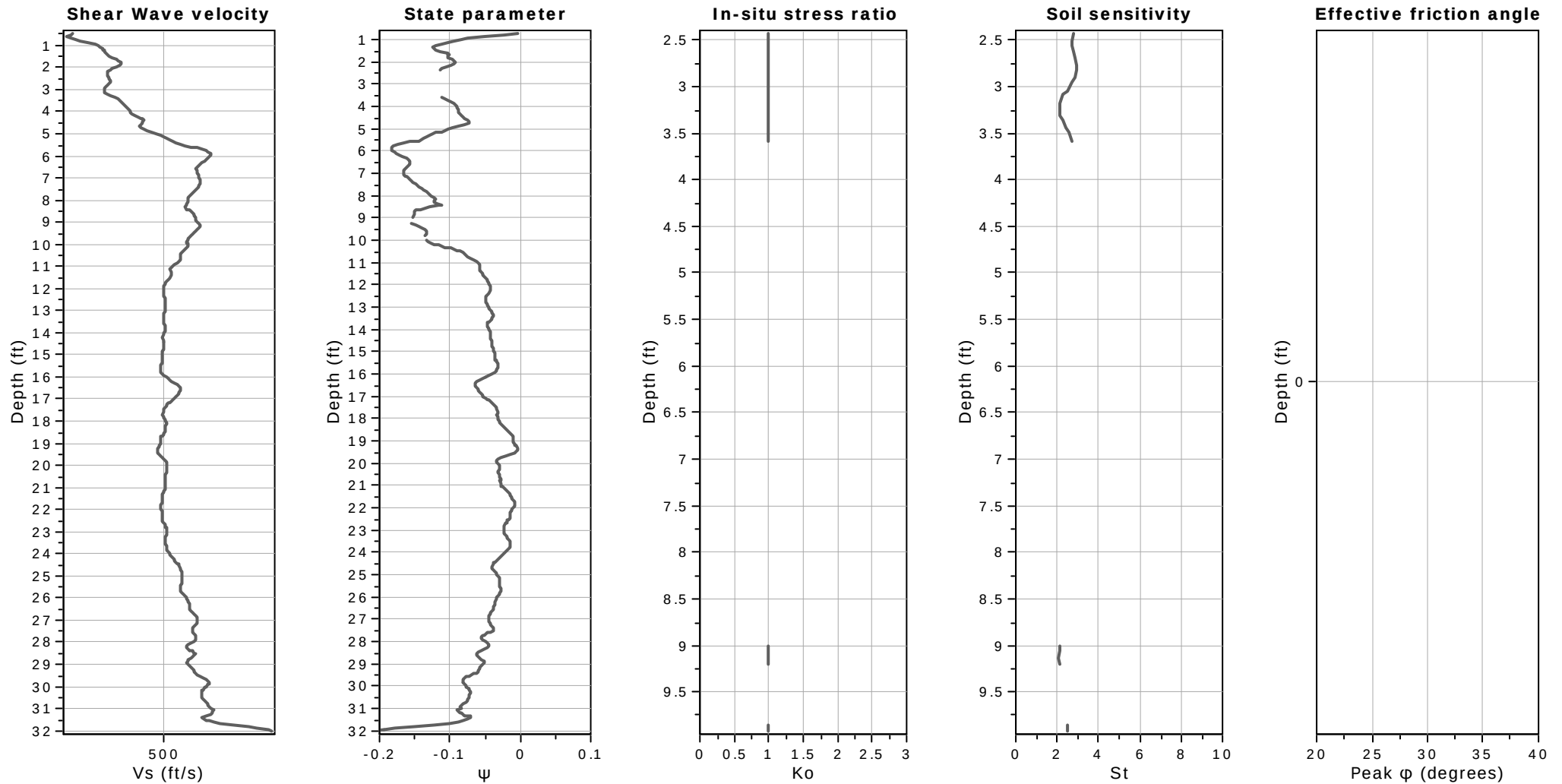
● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



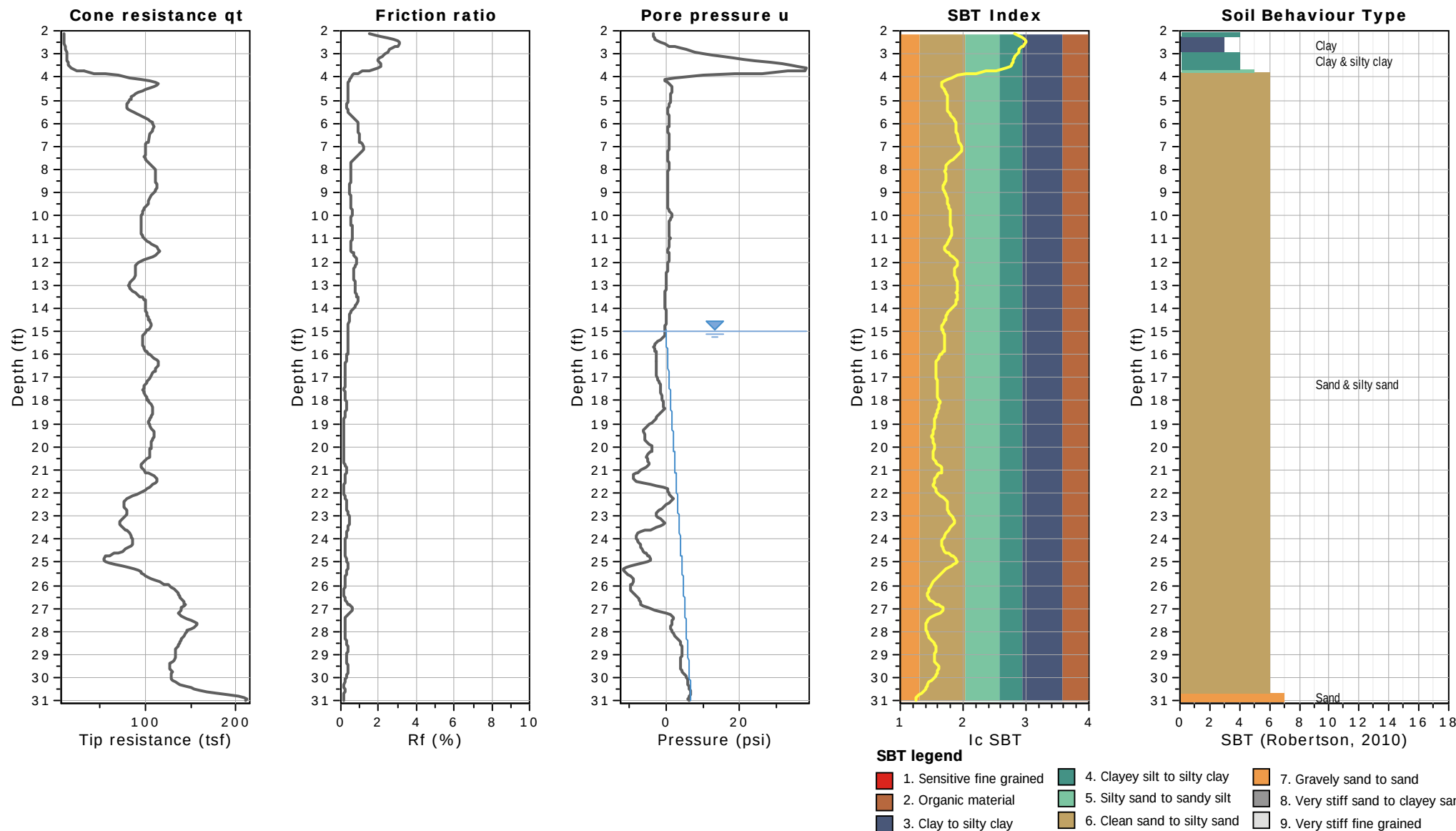
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



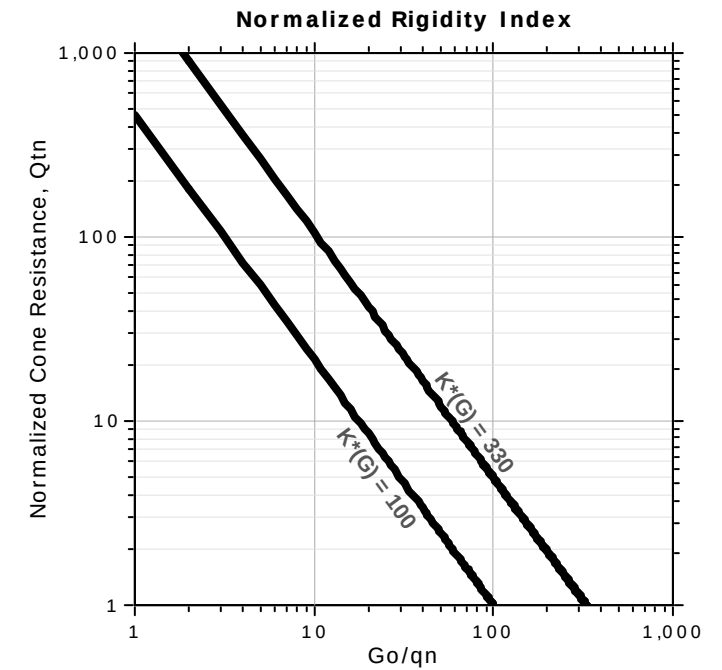
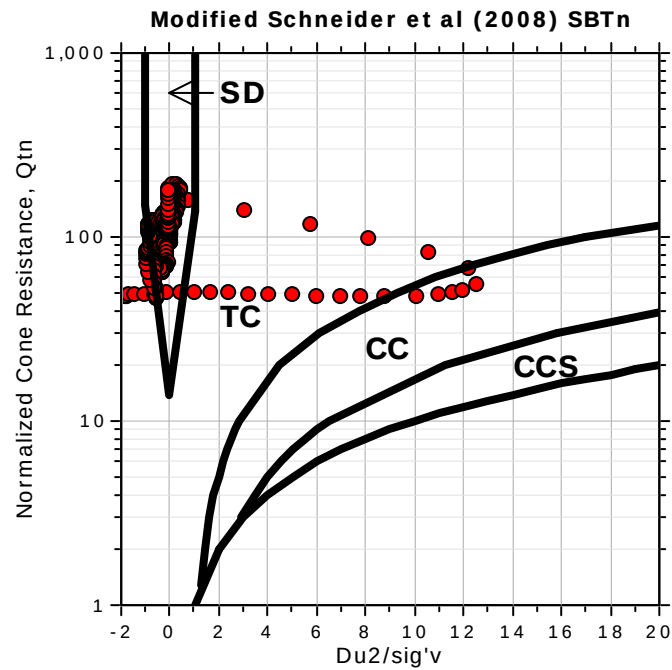
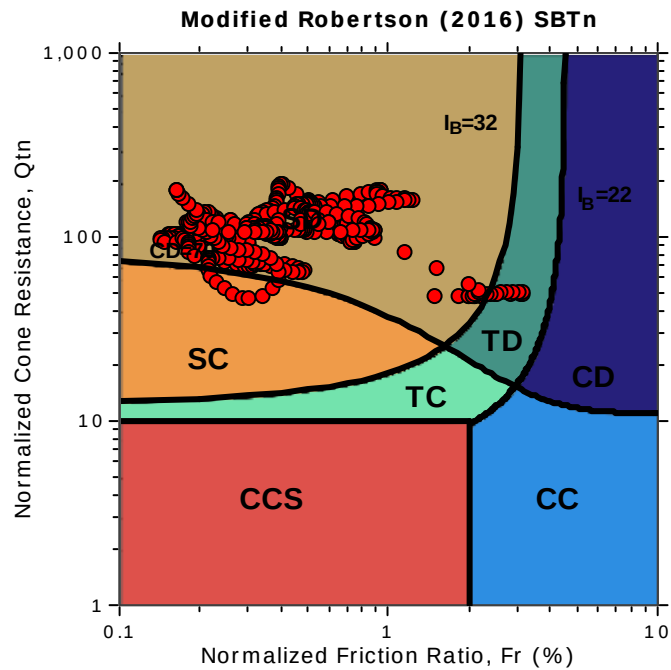


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

CPT: CPT-17

Total depth: 30.98 ft, Date: 12/20/2022
Surface Elevation: 83.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots

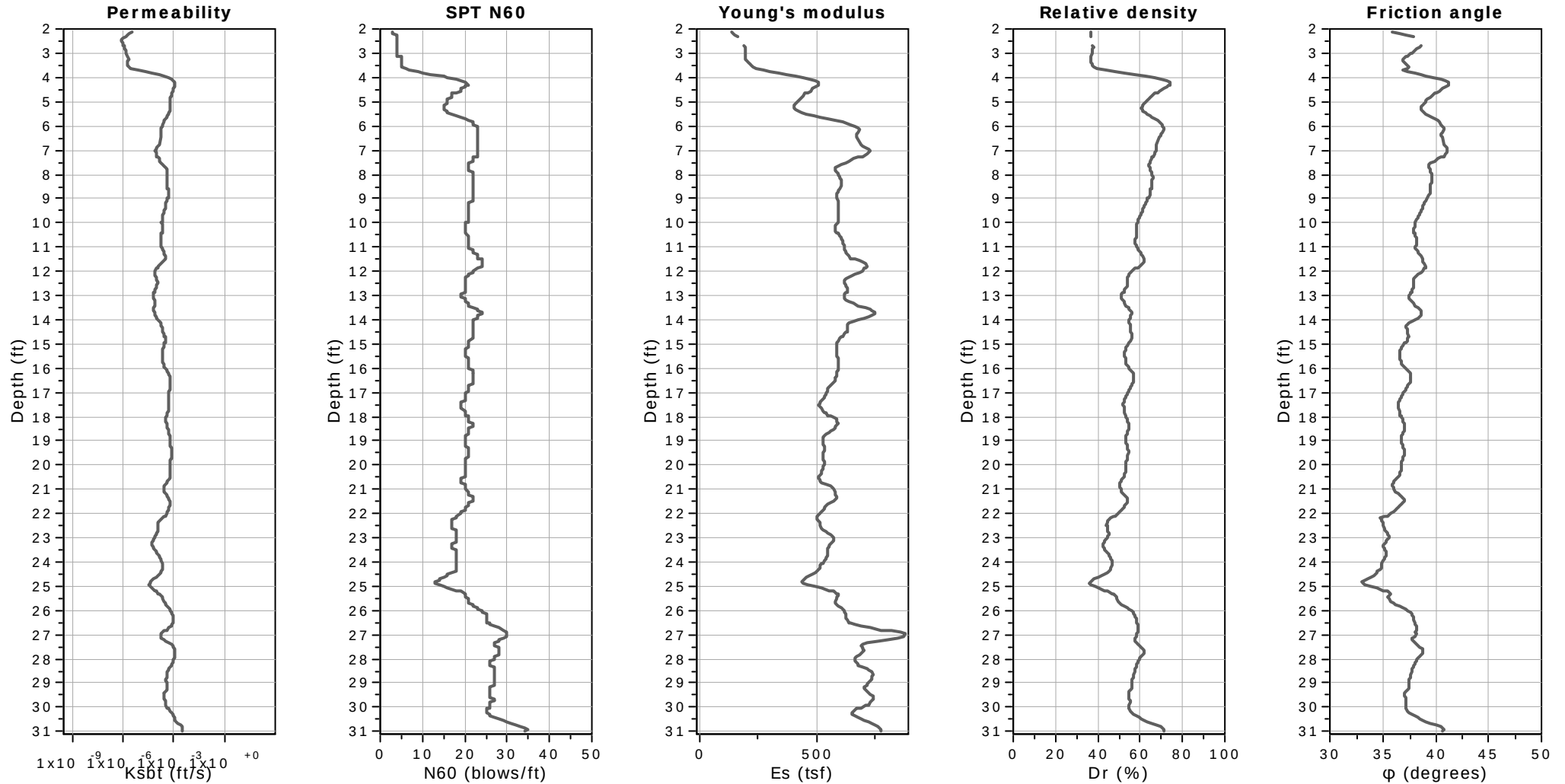


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

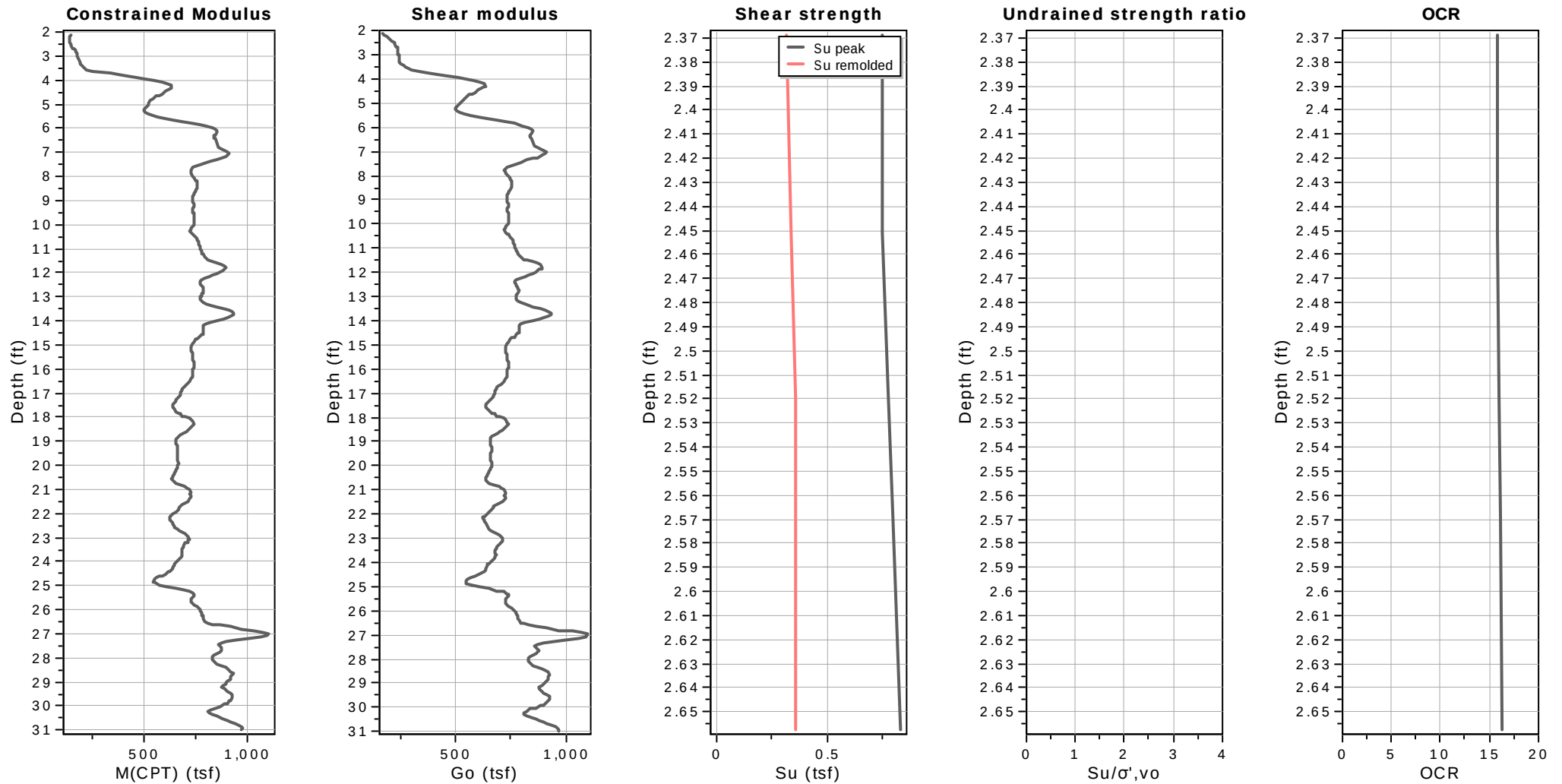
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

—●— User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

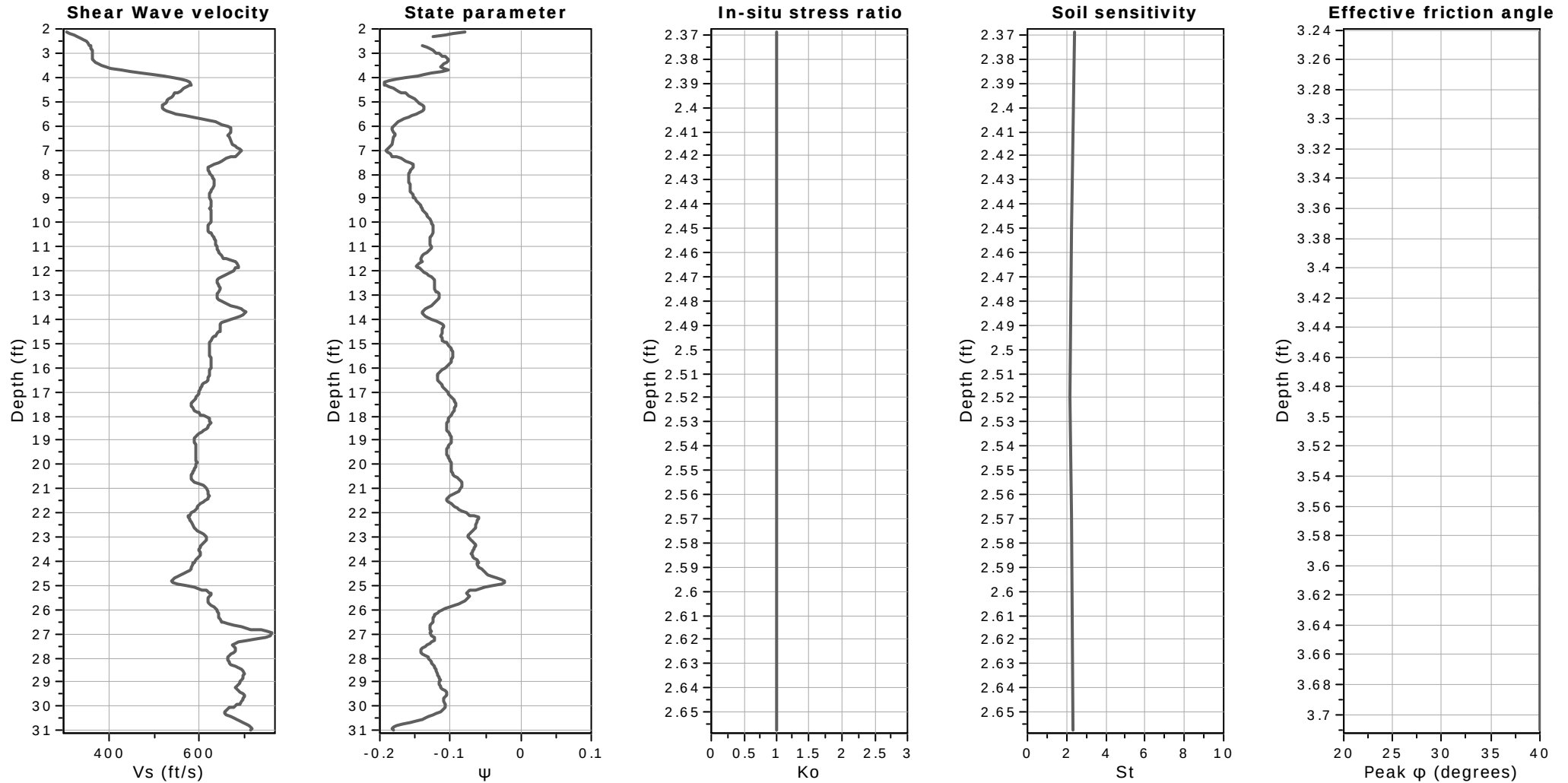
OCR factor for clays, N_{kt} : 0.33

● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



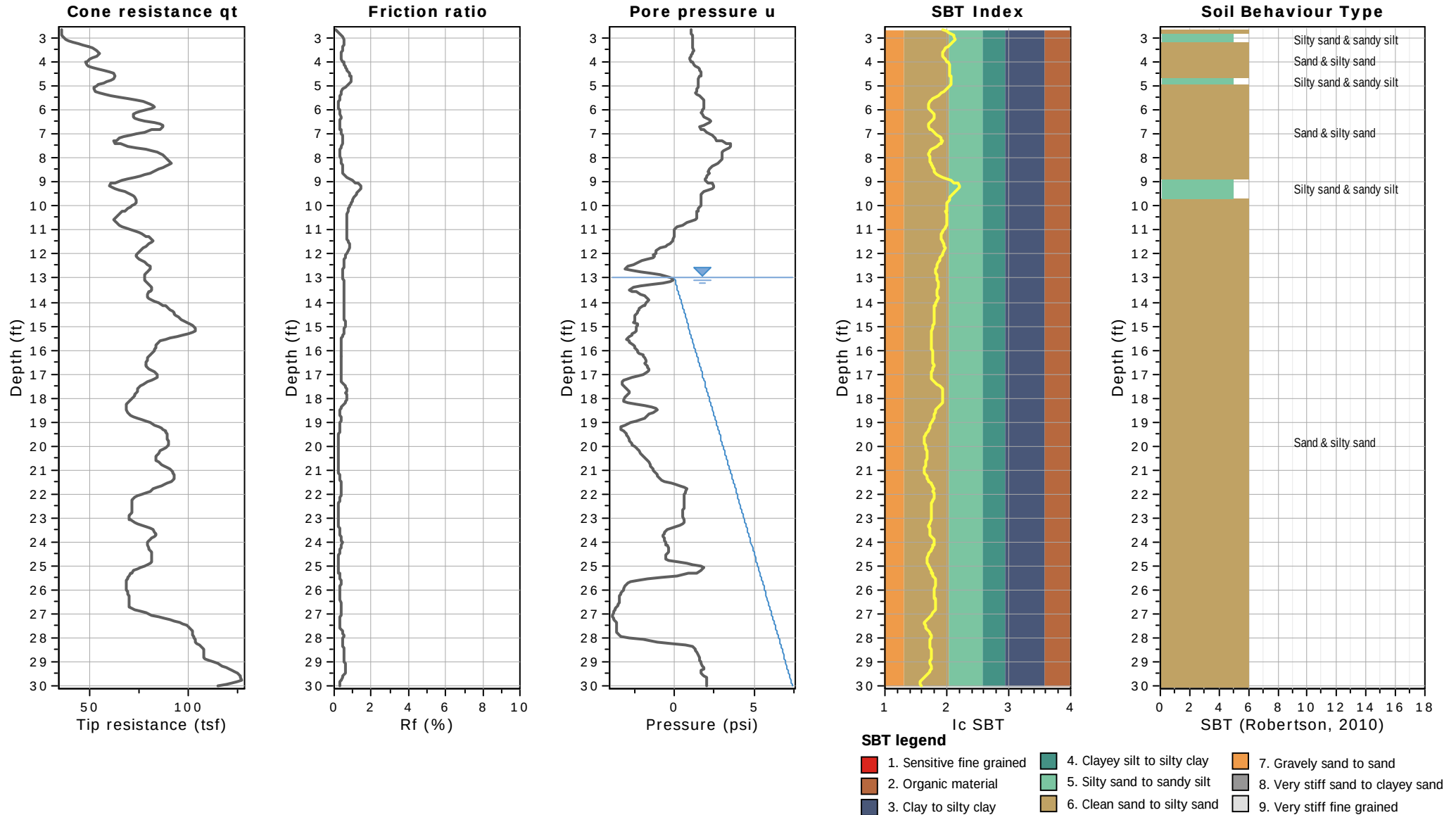
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



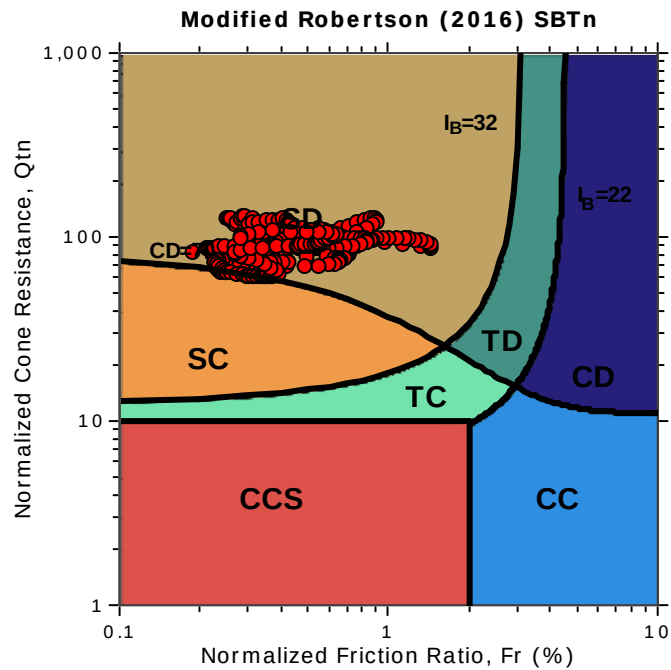


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

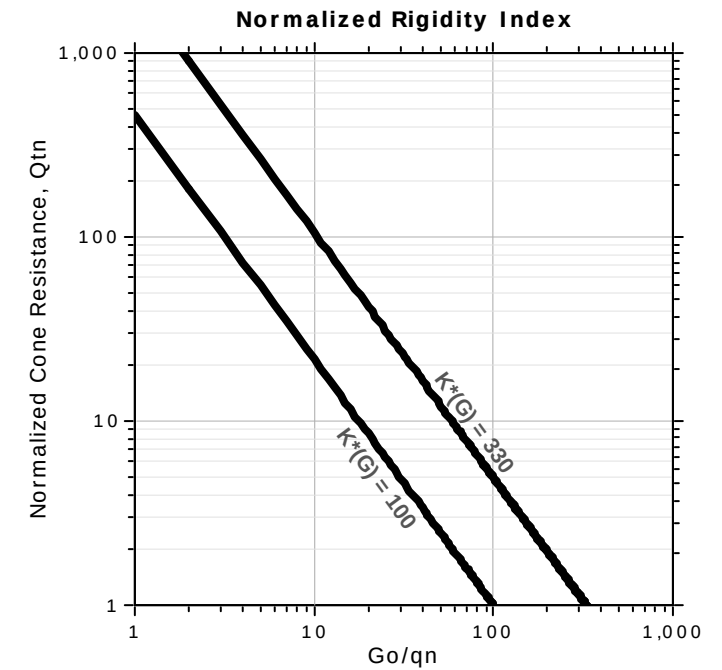
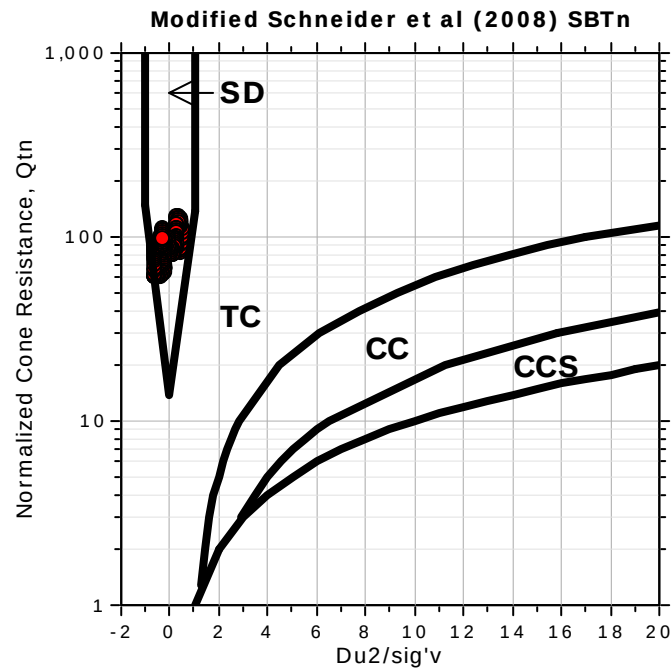
CPT: CPT-18

Total depth: 30.00 ft, Date: 12/21/2022
Surface Elevation: 82.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots



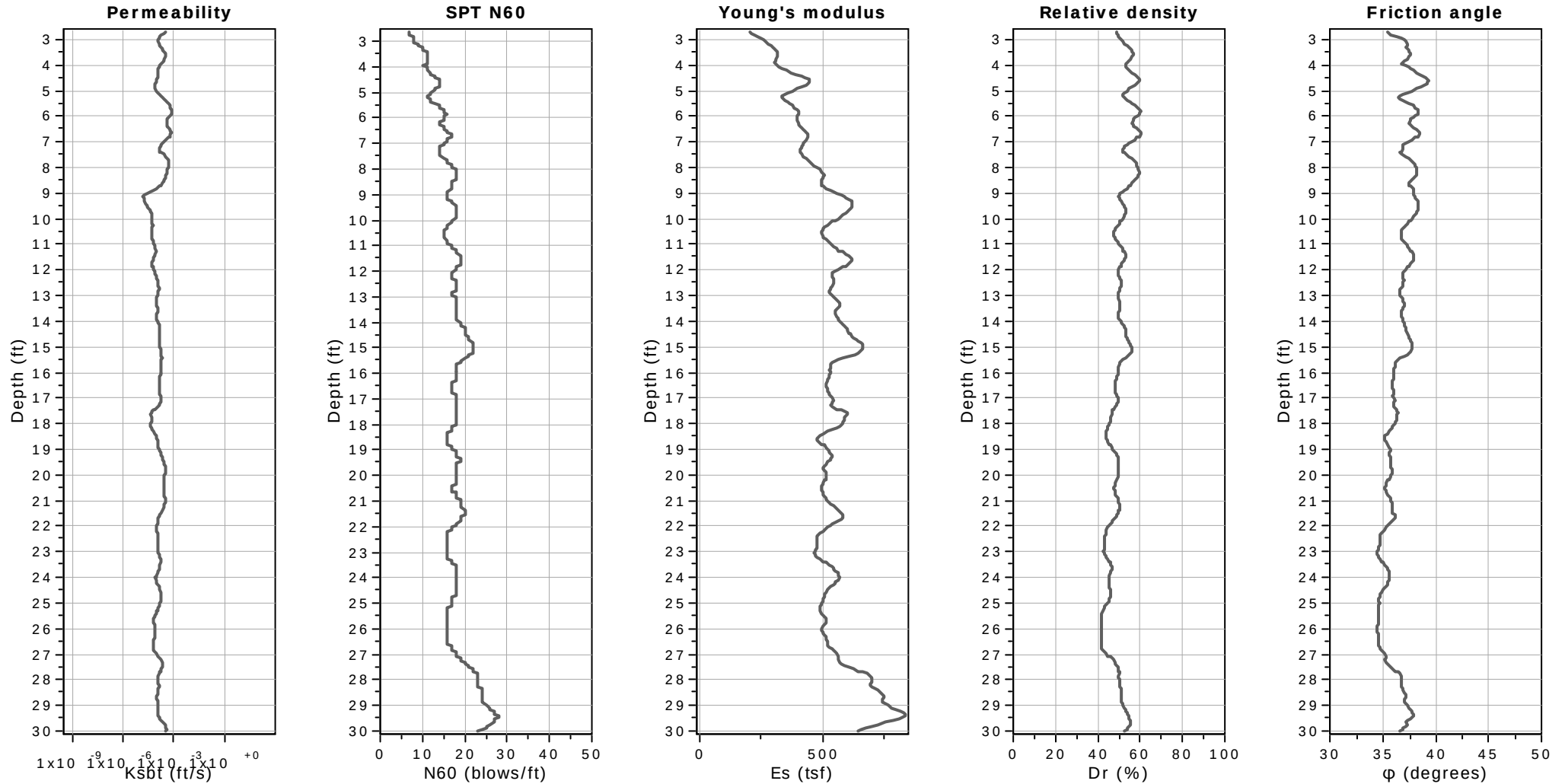
CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative



$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

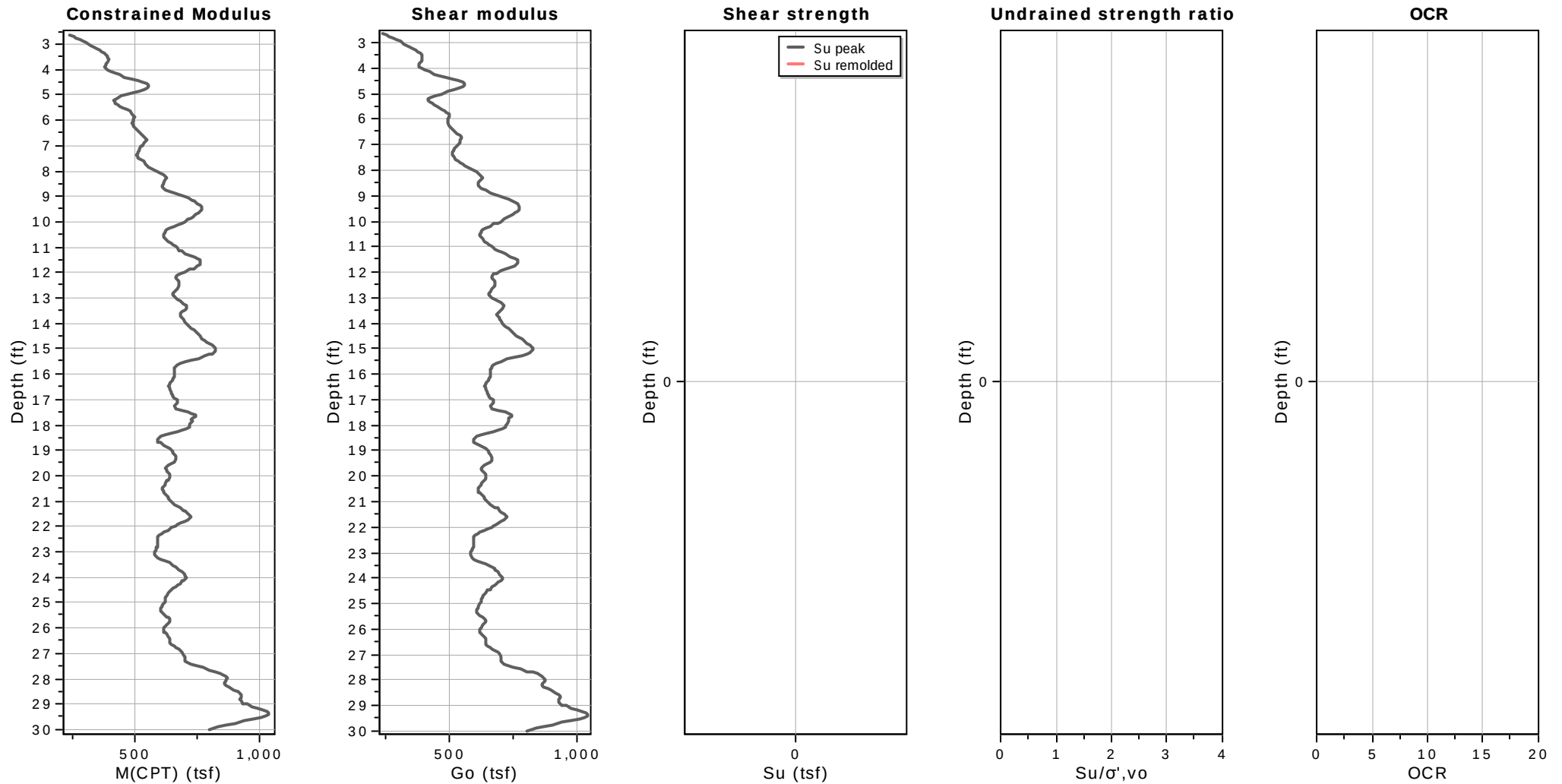
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● — User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

OCR factor for clays, N_{kt} : 0.33

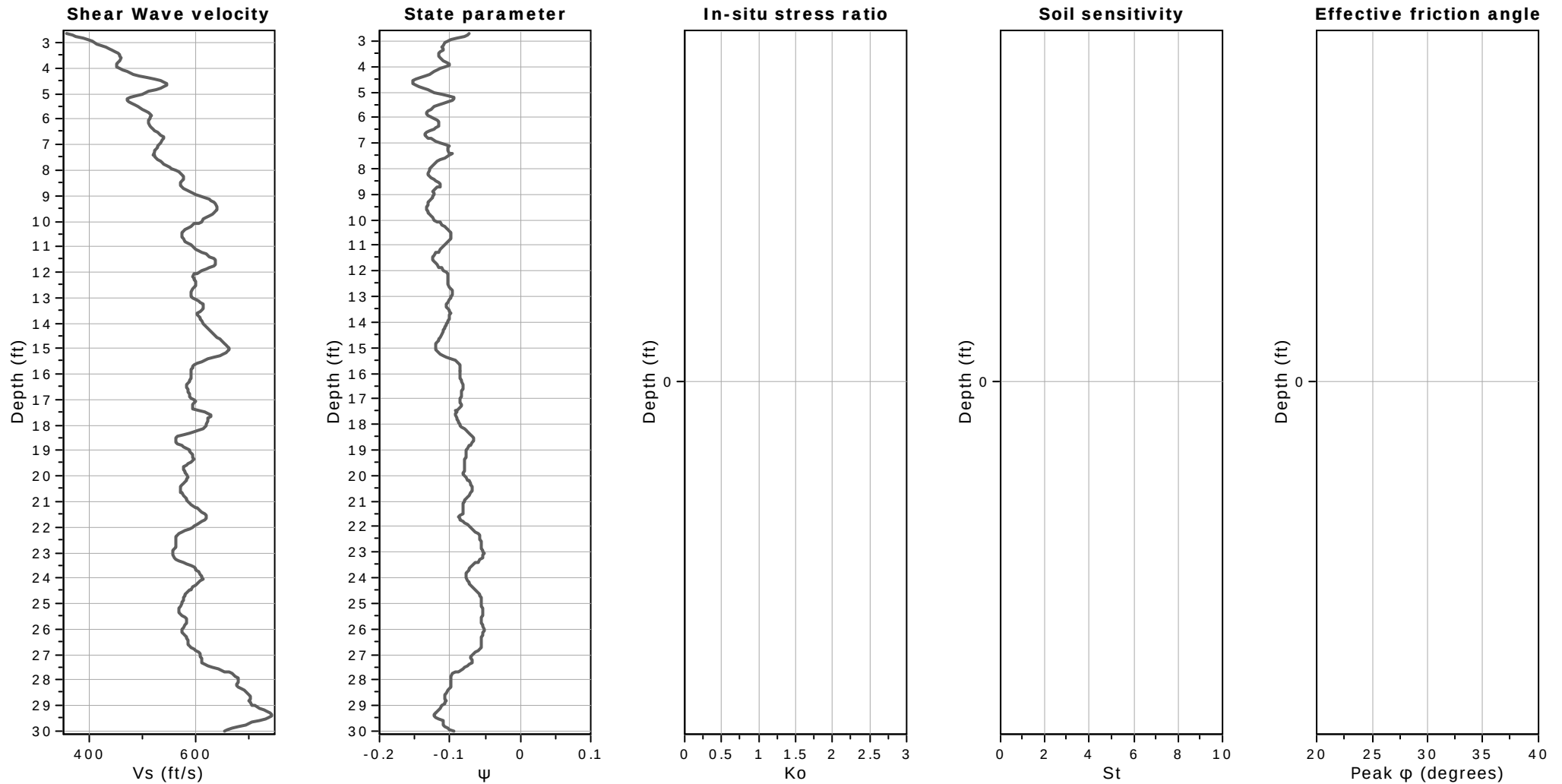
● User defined estimation data

● Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



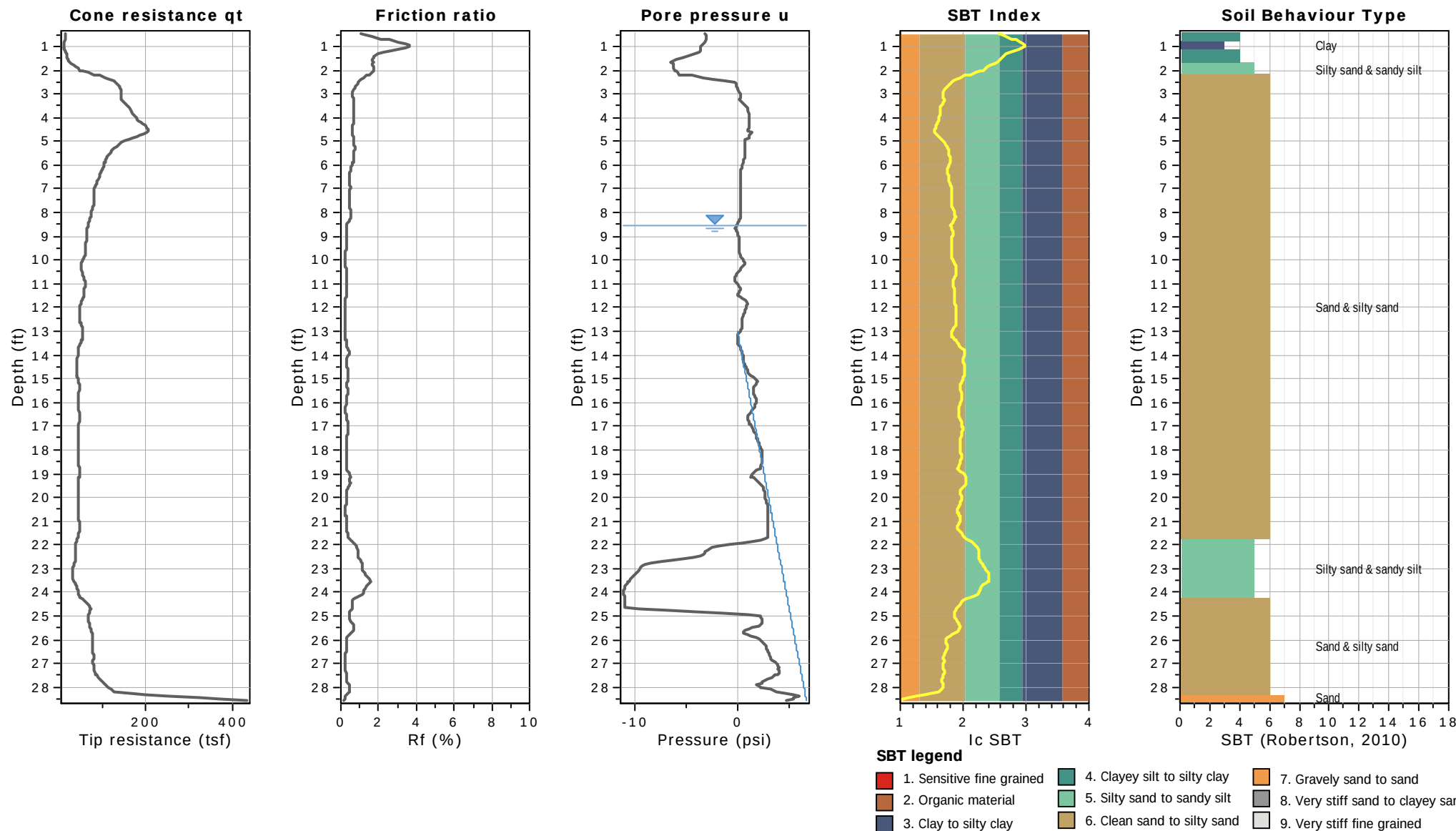
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

Project: New Hodgson Vo-Tech School

Location: New Castle County, Delaware



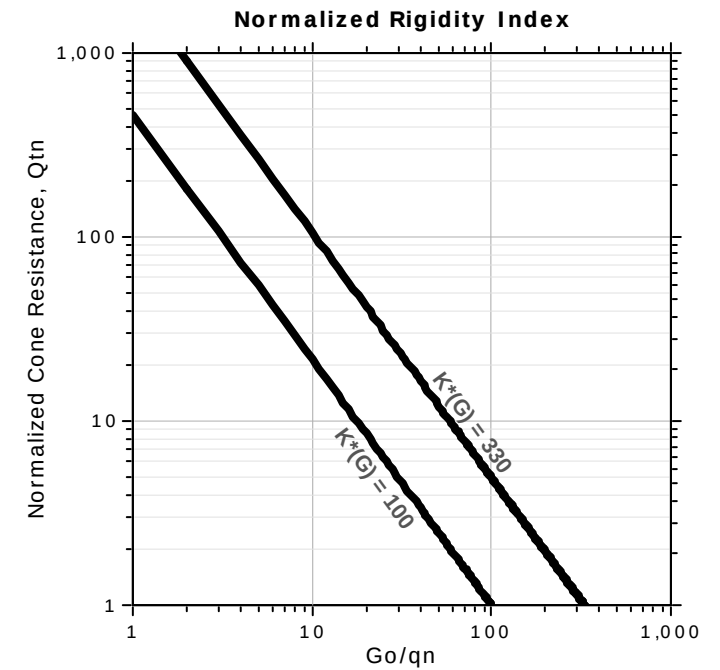
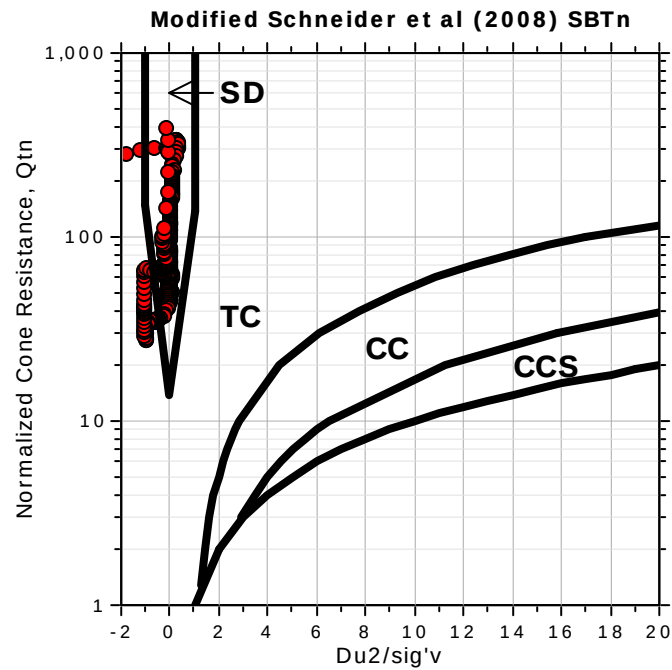
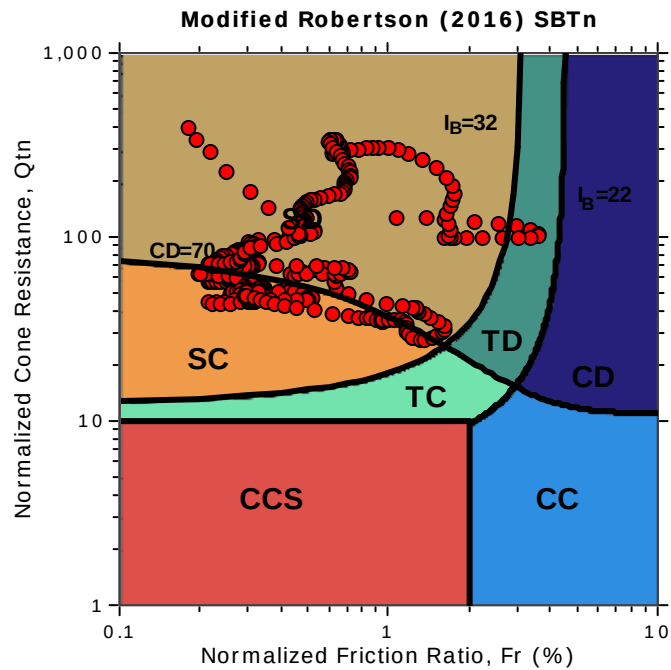


Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware

CPT: CPT-19

Total depth: 28.56 ft, Date: 12/20/2022
Surface Elevation: 80.00 ft
Cone Type: Hogentogler
Cone Operator: D. Hans

Updated SBTn plots

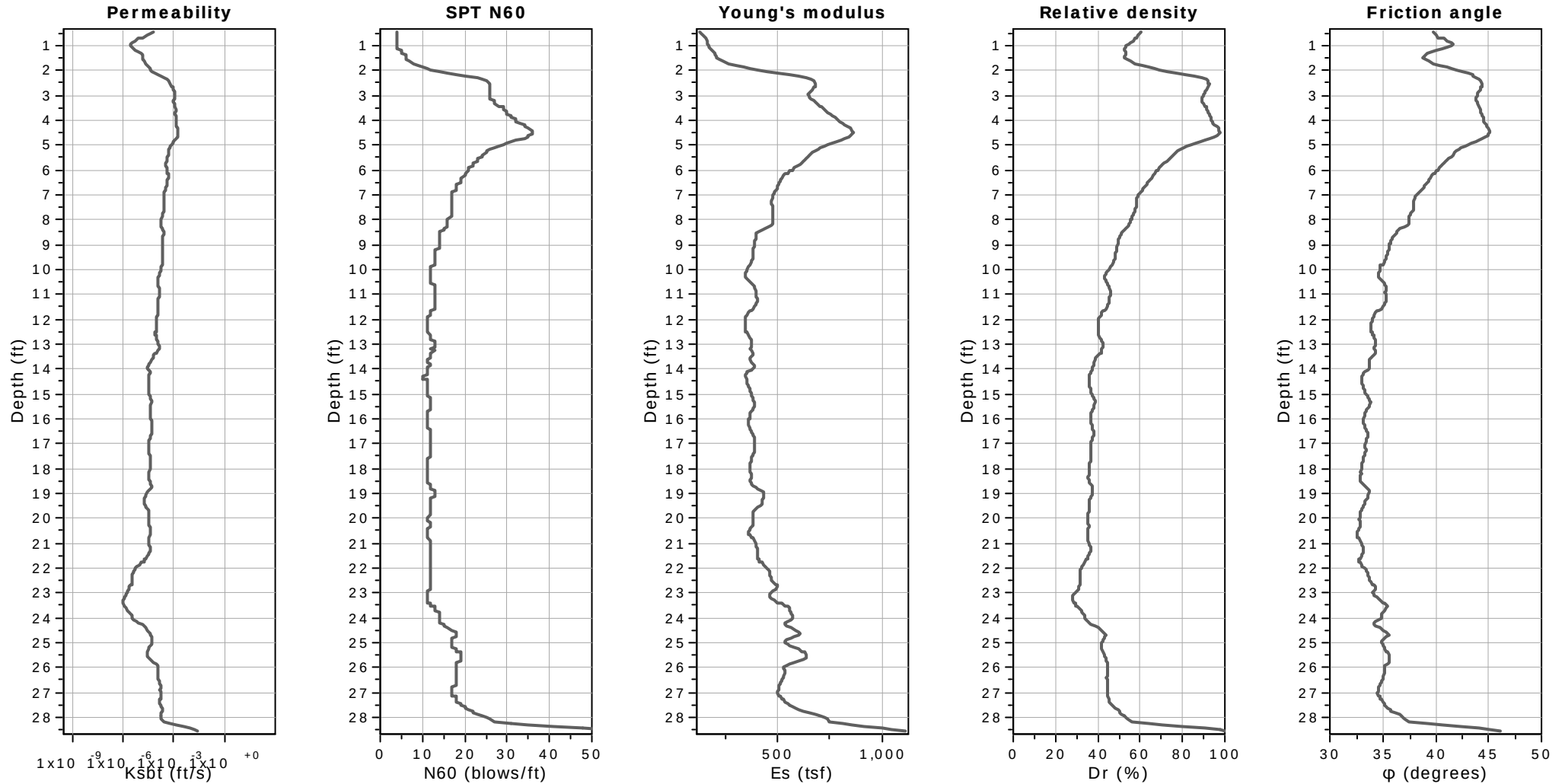


CCS: Clay-like - Contractive - Sensitive
CC: Clay-like - Contractive
CD: Clay-like - Dilative
TC: Transitional - Contractive
TD: Transitional - Dilative
SC: Sand-like - Contractive
SD: Sand-like - Dilative

$K(G) > 330$: Soils with significant microstructure
(e.g. age/cementation)



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Permeability: Based on SBT_n

SPT N_{60} : Based on I_c and q_t

Young's modulus: Based on variable alpha using I_c (Robertson, 2009)

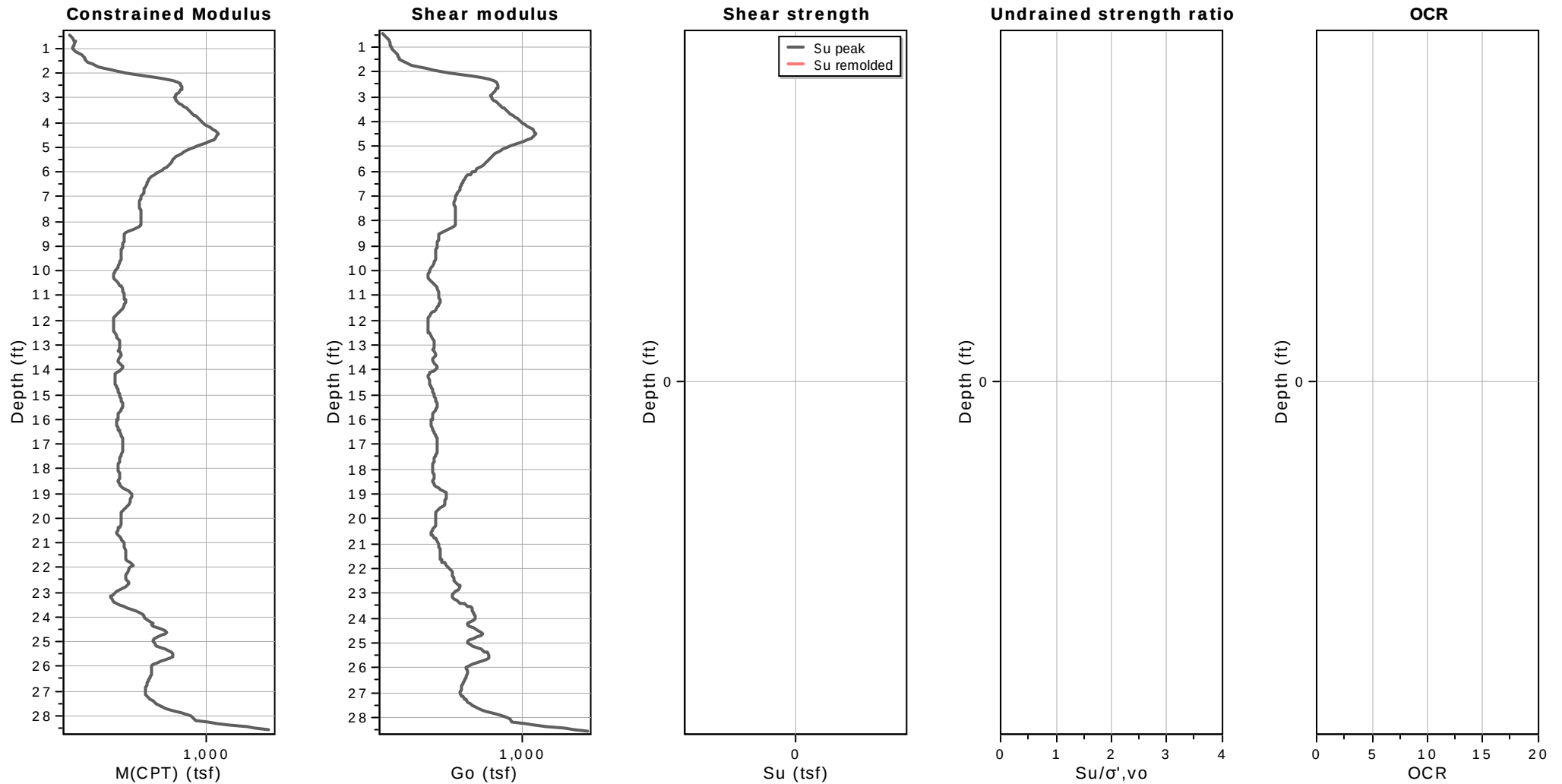
Relative density constant, C_{Dr} : 350.0

Phi: Based on Kulhawy & Mayne (1990)

● User defined estimation data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



Calculation parameters

Constrained modulus: Based on variable α using I_c and Q_{in} (Robertson, 2009)

Go: Based on variable α using I_c (Robertson, 2009)

Undrained shear strength cone factor for clays, N_{kt} : 14

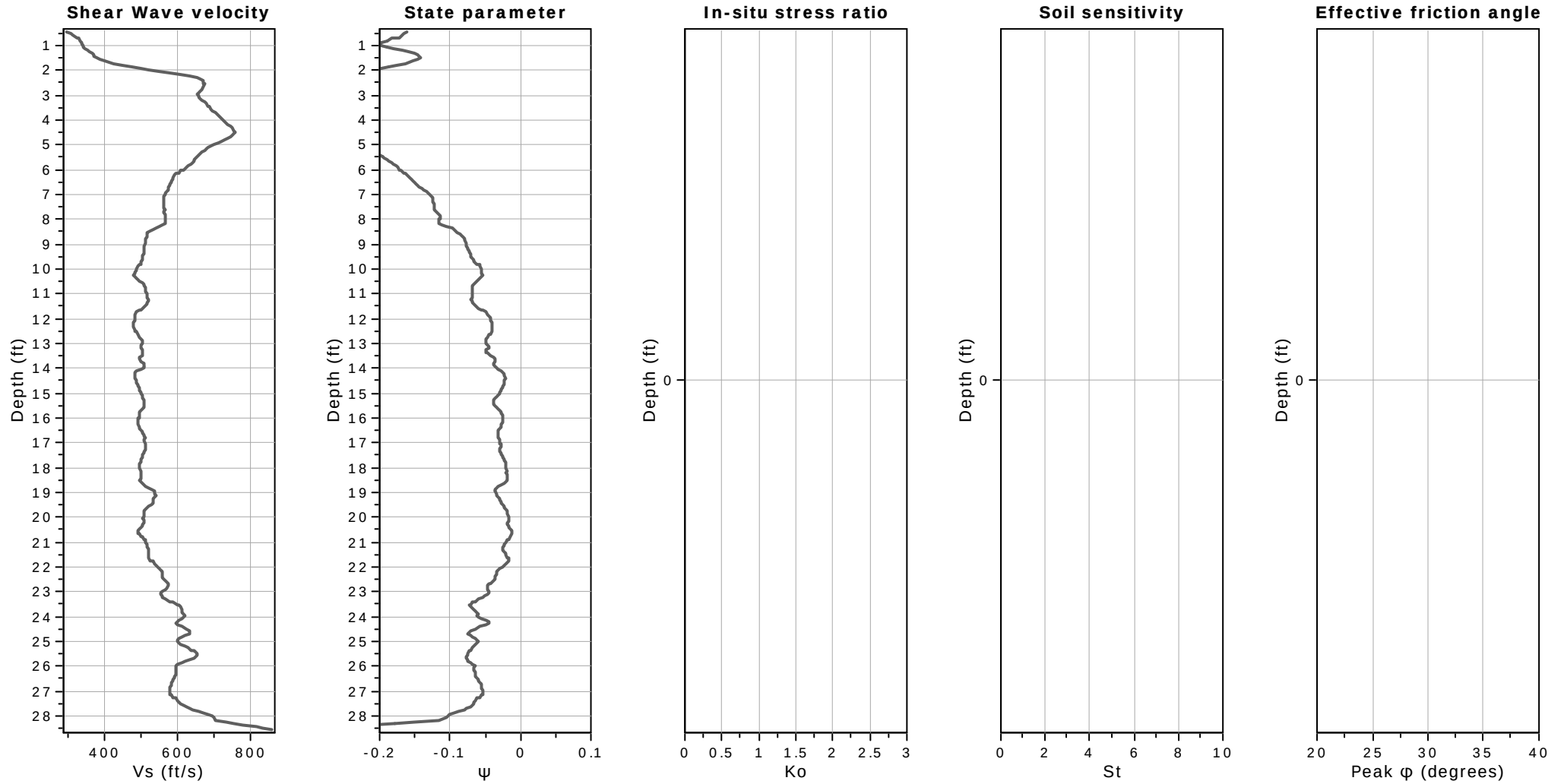
OCR factor for clays, N_{kt} : 0.33

—●— User defined estimation data

—●— Flat Dilatometer Test data



Project: New Hodgson Vo-Tech School
Location: New Castle County, Delaware



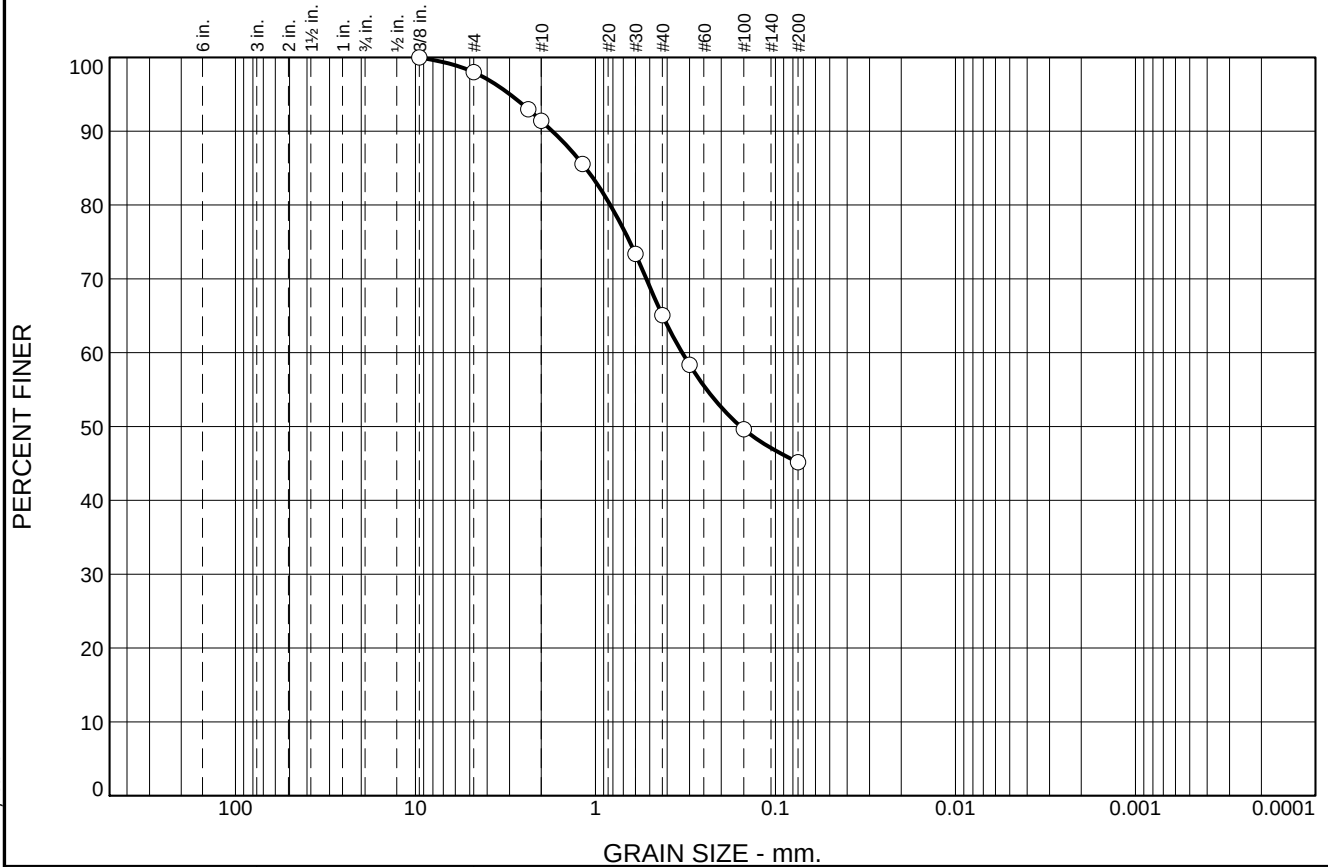
Calculation parameters

Soil Sensitivity factor, N_s : 7.00

—●— User defined estimation data

APPENDIX C

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	6.6	26.3	19.9		45.2

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	98.0		
#8	93.0		
#10	91.4		
#16	85.6		
#30	73.4		
#40	65.1		
#50	58.4		
#100	49.6		
#200	45.2		

* (no specification provided)

Soil Description

Brown, Clayey SAND

Atterberg Limits

PL= 17 LL= 29 PI= 12 NM= 15.0

Coefficients

D₉₀= 1.7349 D₈₅= 1.1320 D₆₀= 0.3301
D₅₀= 0.1562 D₃₀= C_u=
D₁₀= C_c=

Classification

USCS= SC AASHTO= A-6(2)

Remarks

Source of Sample: B-10
Sample Number: S-3

Depth: 4.0

Date: 01/13/2023



GEO-TECHNOLOGY
ASSOCIATES, INC.

18 Boulden Circle, Suite 36
New Castle, DE 19720

Client: New Castle County Vo-Tech School District
Project: NCCVT New Hodgson Vo-Tech High School

Project No: 220791

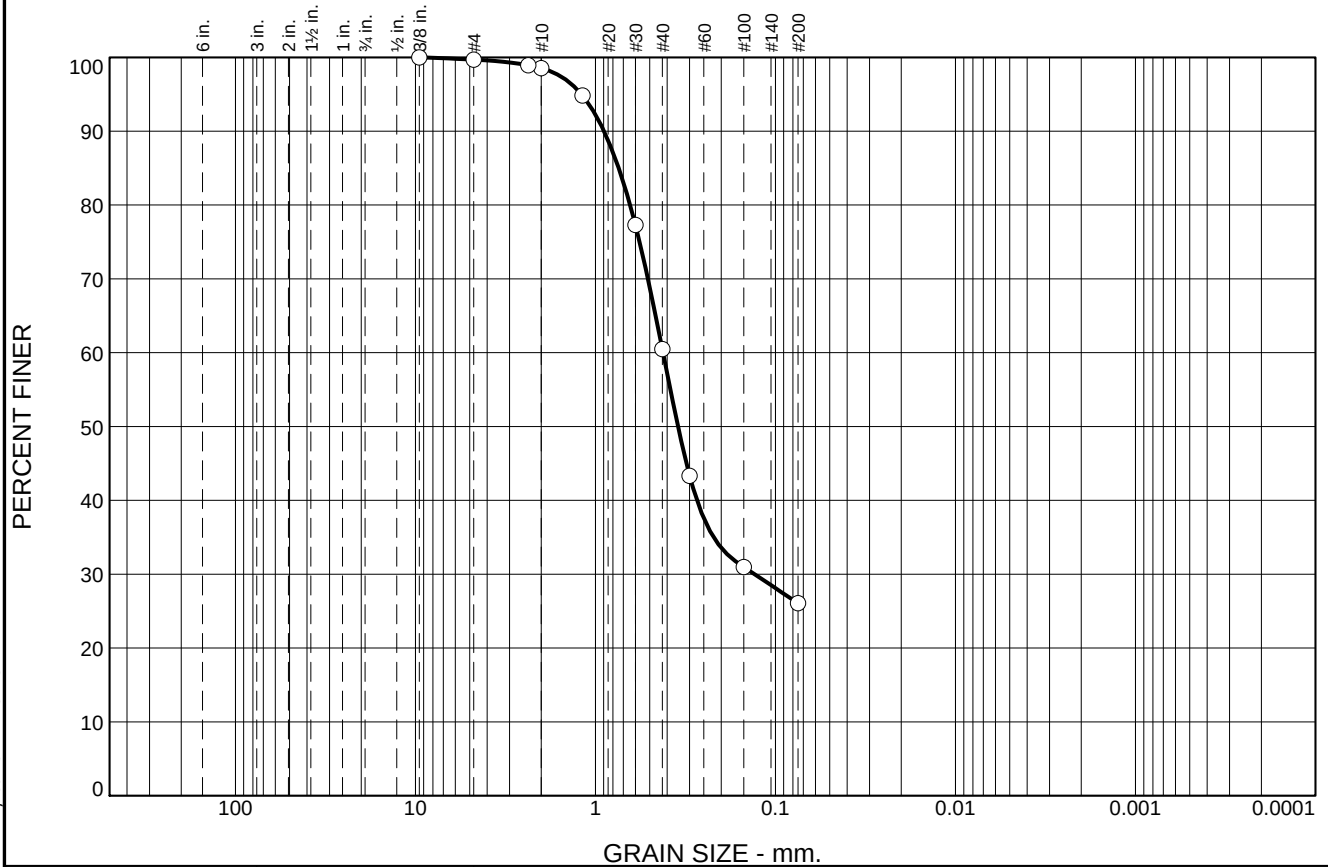
Figure 3

Tested By: A. Veith

Checked By: M. McDonough

ASTM Specifications performed may include D422, D421, D6913, D2216, D2217, and D4318.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	1.2	38.0	34.4	26.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.7		
#8	98.9		
#10	98.5		
#16	94.8		
#30	77.3		
#40	60.5		
#50	43.3		
#100	31.0		
#200	26.1		

* (no specification provided)

Soil Description

Orange, Clayey SAND

Atterberg Limits

PL= 20 LL= 32 PI= 12 NM= 15.0

Coefficients

D₉₀= 0.8960 D₈₅= 0.7425 D₆₀= 0.4212
D₅₀= 0.3480 D₃₀= 0.1308 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SC AASHTO= A-2-6(0)

Remarks

Source of Sample: B-14
Sample Number: S-2

Depth: 2.0

Date: 01/13/2023



GEO-TECHNOLOGY ASSOCIATES, INC.

18 Boulden Circle, Suite 36
New Castle, DE 19720

Client: New Castle County Vo-Tech School District
Project: NCCVT New Hodgson Vo-Tech High School

Project No: 220791

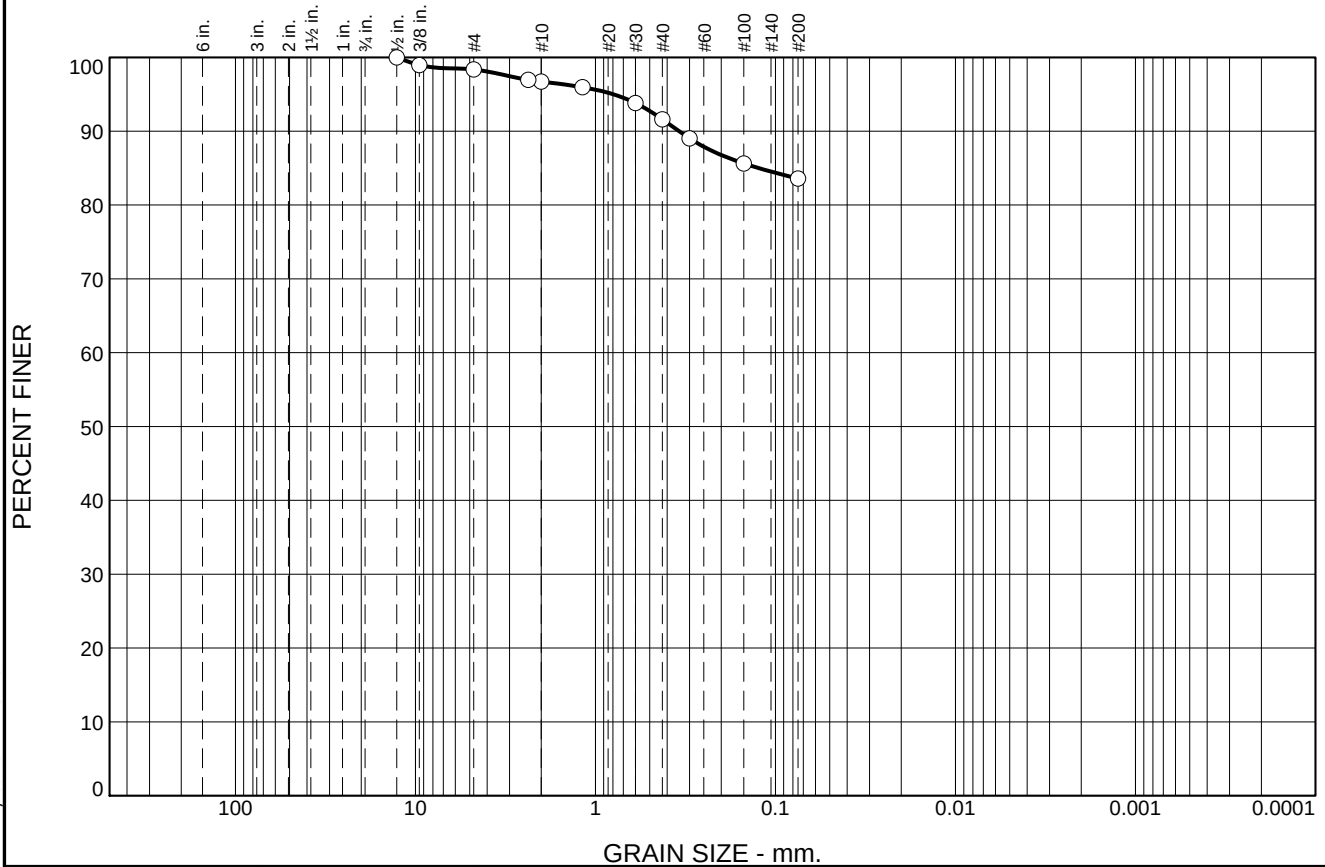
Figure 4

Tested By: A. Veith

Checked By: M. McDonough

ASTM Specifications performed may include D422, D421, D6913, D2216, D2217, and D4318.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	1.6	1.7	5.1	8.0		83.6

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5	100.0		
.375	99.0		
#4	98.4		
#8	97.0		
#10	96.7		
#16	96.0		
#30	93.8		
#40	91.6		
#50	89.0		
#100	85.6		
#200	83.6		

* (no specification provided)

Soil Description

Brown, Lean CLAY with sand

Atterberg Limits

PL= 19 LL= 29 PI= 10 NM= 18.2

Coefficients

D₉₀= 0.3433 D₈₅= 0.1239 D₆₀=
D₅₀= D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= CL AASHTO= A-4(7)

Remarks

Source of Sample: INF-15 Bulk

Depth: 0.0 to 5.0 feet

Date: 02/07/2023



GEO-TECHNOLOGY ASSOCIATES, INC.

18 Boulden Circle, Suite 36
New Castle, DE 19720

Client: New Castle County Vo-Tech School District
Project: NCCVT New Hodgson Vo-Tech High School

Project No: 220791

Figure 5

Tested By: A. Veith

Checked By: M. McDonough

ASTM Specifications performed may include D422, D421, D6913, D2216, D2217, and D4318.

MOISTURE DENSITY RELATIONSHIP REPORT

ASTM D 698 Method B Standard

Project No.: 220791

Date: 02/07/2023

Project: NCCVT New Hodgson Vo-Tech High School

Client: New Castle County Vo-Tech School District

Source of Sample: INF-15 Bulk **Depth:** 0.0 to 5.0 feet

Remarks:

MATERIAL DESCRIPTION

Description: Brown, Lean CLAY with sand

Classifications -

USCS: CL

AASHTO: A-4(7)

Nat. Moist. = 18.2 %

Sp.G. = 2.6

Liquid Limit = 29

Plasticity Index = 10

% < No.200 = 83.6 %

TEST RESULTS

Maximum dry density = 114.6 pcf

Optimum moisture = 14.6 %

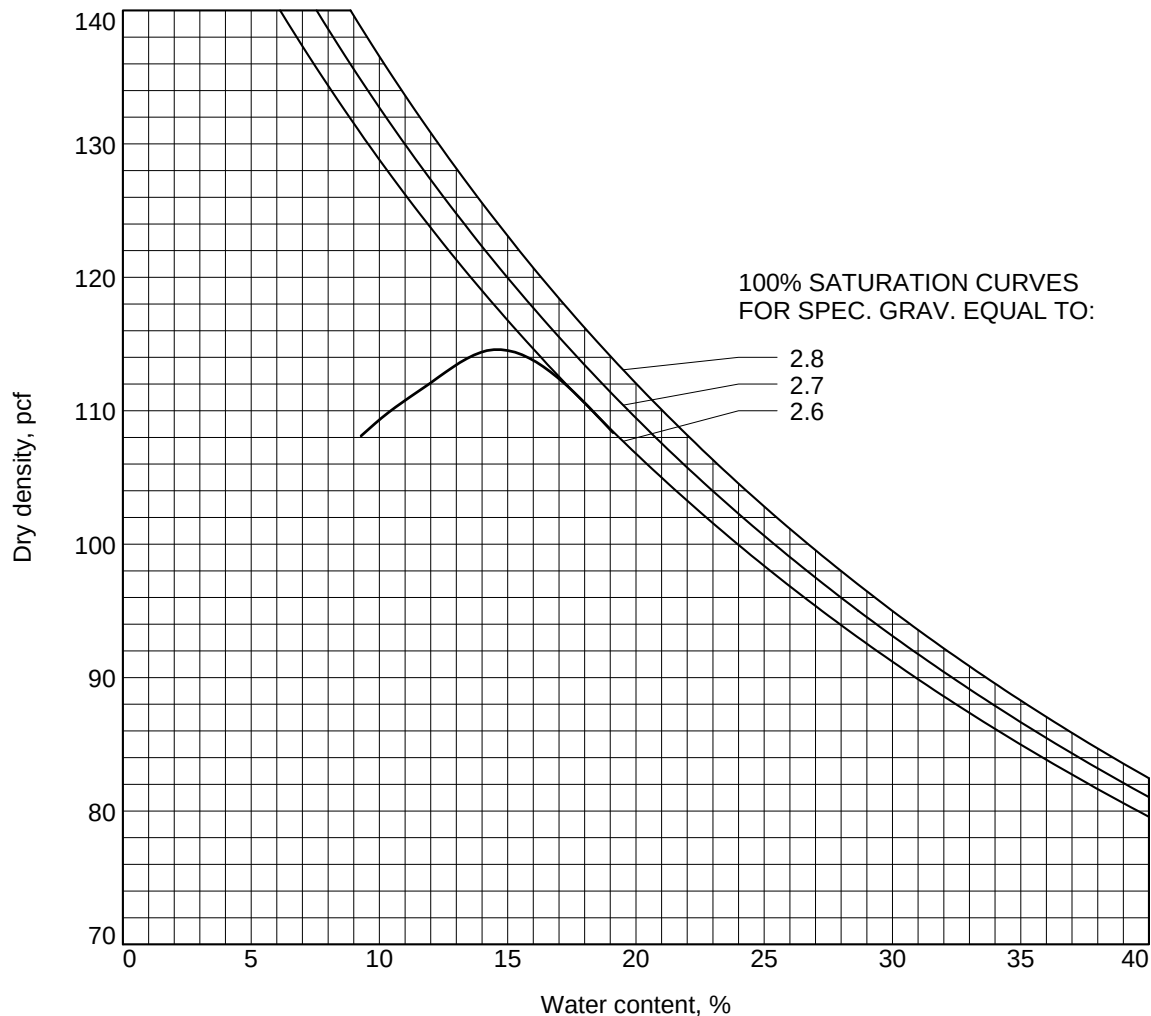


Figure 6

ASTM Specifications performed may include D422, D421, D6913, D2216, D2217, and D4318.

Geo-Technology Associates, Inc.

Tested By: A. Veith

Checked By: M. McDonough

CONTRACT NO: D.2-39 Sitework, Concrete, and Paving

BID FORM

For Bids Due: _____

To: NCCVT School District
1417 Newport Road
Wilmington, DE 19804

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Licenses must be attached to this form.)

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

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

\$ _____ (\$ _____)

ALLOWANCES

We/I confirm that an Allowances in the amount of \$30,000.00 have been included in the Base Bid price listed above. This allowance is to be used at the Owner and Construction Manager's discretion. All remaining allowance shall be returned to the Owner at completion.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within the durations included in the BP-D.2 bid schedule provided and Section 013216 Const. Schedule.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program
Affidavit of Contractor Qualifications
DBE Subcontractor List
New Castle County Contractor License
(Others as Required by Project Manuals)

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. <u>Sitework</u>			
2. <u>Concrete Paving & Curbs</u>			
3. <u>Asphalt Paving</u>			
4. _____			
5. _____			
6. <u>NO ADDITIONAL ENTRIES REQUIRED</u>			

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract: _____ have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

CONSENT OF SURETY

DATE_____

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

Gentlemen:

We, the _____

(Surety Company's Address)

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

(Contractor)

(Address)

is awarded the Contract No. _____

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

(Surety Company)

By _____
(Attorney-in-Fact)

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, including subcontractors, 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.

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor 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.

DBE SUBCONTRACTOR LIST

DBE Name	DBE Address	DBE Phone Number	DBE Email address	DelDOT or OSD Registration Number	DBE % of Contract	Description of Work

Total DBEs on project: _____

END OF SECTION

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

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. _____
_____, to be paid to the **State** for the use and benefit of New Castle County Vocation
Technical School District, 1417 Newport Road, Wilmington, DE 19804 for which payment well and truly to
be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly
and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who
has submitted to the New Castle County Vocation Technical School District, 1417 Newport Road,
Wilmington, DE 19804 a certain proposal to enter into this contract for the furnishing of certain material
and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly
enter into and execute this Contract as may be required by the terms of this Contract and approved by the
New Castle County Vocation Technical School District, 1417 Newport Road, Wilmington, DE 19804 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

SECTION 005200 - AGREEMENT

1. SUMMARY

- A. The Agreement Form for this Project is the American Institute of Architects Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A132 – 2019 as modified by the Owner’s standard amendment to the A132.
- B. A copy of AIA Document A132 - 2019 Edition is bound into this Project Manual following this page.

1. Under Article 5.1.4.4 add the following:

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

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

END OF SECTION

AIA® Document A132® – 2019

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

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

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

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

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

TBD

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

Hodgson Vocational Technical High School
2575 Glasgow Avenue
Newark, DE 19702

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

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

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

Joint Venture:
ABHA
1621 North Lincoln Street
Wilmington, DE 19806

BSA+A
954 Justison Street
Wilmington, DE 19801

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work

Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

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

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

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

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.3 NOT USED - Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.4 NOT USED - Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

Init.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED -

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

(Paragraphs deleted)

§ 5.1.6 NOT USED -

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

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

§ 5.2.2 NOT USED - Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

(Paragraphs deleted)

§ 5.3 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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, 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 Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

☐ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Init.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

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

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

Init.

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/



AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month, and year.)

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

Hodgson Vocational Technical High School
2575 Glasgow Avenue
Newark, DE 19702

THE OWNER:
(Name, legal status, and address)

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

THE CONTRACTOR:
(Name, legal status, and address)

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- [] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager'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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § A.3.3.2.1 If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

SECTION 00 54 14

SUPPLEMENT TO A132-2019 – EXHIBIT A - INSURANCE AND BONDS

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*" AIA Document A132-2019 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement, Exhibit A is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement, Exhibit A shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

- A.3.2.2.1 Insert "\$1,000,000.00" in the blank for each occurrence.
Insert "\$3,000,000.00" in the blank for general aggregate.
Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

A.3.2.3 Insert "\$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "\$500,000.00" in the blank for each accident.
Insert "\$500,000.00" in the blank for each employee.
Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.
Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.
Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION

SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

1.1 Bonds must be in the following form:

1. Form of Performance Bond (006113.13 attached).
2. Form of Payment Bond (006113.16 attached).

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 _____, as surety
 (“**Surety**”), are held and firmly bound unto the New Castle County Vocational Technical School
District 1417 Newport Road Wilmington, DE 19804 (“**Owner**”), in the amount of
 _____ (\$ _____),
to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and
each and every of our heirs, executors, administrations, successors and assigns, jointly and severally,
for and in the whole firmly by these presents.

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

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

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

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

assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

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
_____, as surety ("**Surety**"), are held and firmly bound unto the New Castle County
Vocational Technical School District 1417 Newport Road Wilmington, DE 19804 ("**Owner**"), in the
amount of _____
(\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do
bind ourselves, our and each and every of our heirs, executors, administrations, successors and
assigns, jointly and severally, for and in the whole firmly by these presents.

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

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

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

SECTION 006216 – CERTIFICATE OF INSURANCE

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

GENERAL NOTES

1. Other Insurance
 - A. Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.
2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:
 - A. Name and Address of Insured (Contractor).
 - B. Description of Operations/Locations – Hodgson Vocational Technical High School 2575 Glasgow Avenue, Newark, DE 19702
3. Added Insured – New Castle County Vocational Technical School District and EDiS Company
4. Certificate Holder – New Castle County Vocational Technical School District
1415 Newport Road
Wilmington, Delaware 19804

Contractors shall note that although not a part of AIA Document A232 - 2019 Edition, these additional articles apply as noted to this Project.

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

END OF SECTION

ACORD	CERTIFICATE OF LIABILITY INSURANCE		Date (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A:		NAIC #
	INSURER B:		
	INSURER C:		
	INSURER D:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
X	GENERAL LIABILITY				X	X	XXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	\$1,000,000		
	X	COMMERCIAL GENERAL LIABILITY								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
			CLAIMS-MADE	X	OCCUR					MED EXP (Any one person)	\$10,000		
										PERSONAL & ADV INJURY	\$1,000,000		
										GENERAL AGGREGATE	\$3,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$2,000,000		
			POLICY	X	PROJECT		LOC						
X	AUTOMOBILE LIABILITY				X	X	XXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X	ANY AUTO								BODILY INJURY (Per person)			
		ALL OWNED AUTOS								BODILY INJURY (Per accident)			
		SCHEDULED AUTOS								PROPERTY DAMAGE (Per accident)			
	X	HIRED AUTOS											
	X	NON-OWNED AUTOS											
X	X	UMBRELLA LIAB		X	OCCUR	X	X	XXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	\$5,000,000	
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE	\$5,000,000	
		DEDUCTIBLE									EACH OCCURRENCE		
		RETENTION \$									AGGREGATE		
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X	XXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	X WC STATUTORY LIMITS	OTH-ER		
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?											E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EACH EMPLOYEE	\$500,000
												E.L. DISEASE - POLICY LIMIT	\$500,000
X	POLLUTION LIABILITY (For Hazardous material, site excavation/utility, and building envelope subcontractors)				X	X	XXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX			EACH CLAIM	\$2,000,000
	X	CLAIMS MADE FORM										POLICY AGGREGATE	\$2,000,000
X	PROFESSIONAL LIABILITY (for all Design and Professional Service subcontractors)						XXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX			EACH CLAIM	\$2,000,000
	X	CLAIMS MADE FORM										POLICY AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hodgson Vocational Technical High School

Added Insured: New Castle County Vocational Technical School District, EDiS Company, ABHA/BSA+A LLC, as well as any other party as required by contract are listed as additional insureds under all policies (except Workers Compensation and Professional Liability) for all work performed by the named insured. The General Liability and Umbrella/Excess Liability aggregate shall apply on a per-project basis and all policies shall be primary and non-contributing with respects to any insurance maintained by the additional insureds. Umbrella policy follows form as respects to Additional Insured status on the CGL, Employers Liability and Automobile Liability policies. A waiver of subrogation applies in favor of the additional insureds under all policies.

➡

In addition to the above language, please provide the General Liability, On-going and Completed Operations Additional Insured endorsements with all required additional insureds listed in the Schedule box (if not a blanket policy), the Primary and Non-Contributory Endorsements, and the Waiver of Subrogation endorsements for all policies with all required additional insured entities listed (if not a blanket policy). Provide evidence of no EIFS exclusions, if within scope of work.]

➡

CERTIFICATE HOLDER	CANCELLATION
New Castle County Vocational Technical School District 1417 Newport Road Wilmington, DE 19804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

[illegible]

SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- A. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2019 Edition.
- B. A copy of AIA Document A232 - 2019 Edition is bound into this Project Manual following this page

END OF SECTION

AIA® Document A232® – 2019

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

for the following PROJECT:

(Name, and location or address)

Hodgson Vocational Technical High School
2575 Glasgow Avenue
Newark, DE 19702

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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

THE OWNER:

(Name, legal status, and address)

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

THE ARCHITECT:

(Name, legal status, and address)

Joint Venture:
ABHA
1621 North Lincoln Street
Wilmington, DE 19806

BSA+A
954 Justison Street
Wilmington, DE 19801

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 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.

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

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

§ 2.3.5 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.

§ 2.3.6 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.

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

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit 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, subject to section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or

(2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract

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

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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 Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its 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 and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 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 AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

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

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be

through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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

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

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or 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.

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

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

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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

§ 4.2.17 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 Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon 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 with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager 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.

§ 7.3.7 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.

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section

15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality

or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 or other 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction

Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no 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 (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data

establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the 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 or substances. 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 notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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 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, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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 of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, 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 excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

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

§ 13.4 Tests and Inspections

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

requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work 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' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 **Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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, the Construction Manager, 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days of receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

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SUPPLEMENTARY GENERAL CONDITIONS A232-2019

The following supplements modify the "General Conditions of the Contract for Construction, Construction Manager as Advisor Edition." AIA Document A232-2019. 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
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14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

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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.”

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. As for the Project for which the Architect is hired, the Architect still remain liable for any claim relating to the design that arises from the Project.

However, such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

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

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1.6 NOTICE

1.6.1 Insert the following sentence at the end of the paragraph:

“Electronic mail, also known as email, is an acceptable form of electronic transmission of notices under this Agreement.”

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the second sentence in this paragraph and replace with the following: “The Contractor shall have no obligation to commence the Work until the Owner issues a Purchase Order for the Project.”

2.2.2 Delete the last three sentences in this paragraph.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.4 Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site, or an alternative site as approved by the Owner, for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

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3.4 LABOR AND MATERIALS

3.4.1.1 Add a new section 3.4.1.1:

“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.”

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work 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:

- 3.5.3 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Substantial Completion of the project in accordance with Section 9.8.4 of this Agreement, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.4 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.5 In addition to the General Warranty there are other warranties 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 warranties will commence at the same time as the General Warranty.
- 3.5.6 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.

3.15 CLEANING UP

3.15.2 Strike sentence in its entirety and replace with the following:

"If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall withhold the amount that reflects the cost of the cleanup from any moneys owed the Contractor. If the cost of cleanup exceeds the moneys owed to the Contractor, the Owner shall be entitled to reimbursement from the Contractor for the amount exceeding what is withheld.

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

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.11 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 4.2.11 and replace with the following:

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

Add the following to Paragraph 4.2.17:

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

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Add to Paragraph 4.2.20 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 Delete "and waiver of subrogation" from the last sentence.

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

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

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

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8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "binding dispute resolution" and insert "remedies at law or in equity".

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.2 Strike Section 9.1.2 in its entirety.

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G732, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G732 "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.

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents, the" and replace with "The".

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the workplace, 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 or its designee, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner," at the beginning of the third sentence.

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

11.2 OWNER'S INSURANCE

Delete Paragraph 11.2 in its entirety and replace with the following:

11.2 The Owner will not provide Builder's All Risk Insurance for the Project. The Construction Manager will provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide coverage for materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause.

11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3 and its subparagraphs in their entirety. Substitute the following:
The Construction Manager and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, consultants and employees, each of the other; (2) the Architect and Architect's consultants; (3) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (4) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Article shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. For clarity, the Owner does not waive any of its subrogation rights.

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

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Delete Paragraph 11.4 in its entirety.

11.5

ADJUSTMENT AND SETTLEMENT OF INSURED LOSS

Delete Paragraph 11.5 in its entirety. Substitute the following:

A loss insured under the property insurance required by the Agreement shall be adjusted by the Construction Manager and made payable to the Construction Manager. The Construction Manager shall pay the Architect and Contractor their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Prior to settlement of an insured loss, the Construction Manager shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Construction Manager shall settle the loss and the Contractor shall be bound by the settlement and allocation. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Construction Manager may proceed to settle the insured loss, and any dispute between the Construction Manager and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant remedies at law and in equity. For clarity, the Owner shall be listed as an Additional Insured to protect the Owner's property interest on the Project under the Builder's Risk Insurance.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2

AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In the first sentence, strike "within one year after the date of Substantial Completion of the Work or designated portion thereof" and replace with "within two years after the date of Substantial Completion of the Project in accordance with Section 9.8.4 of this Agreement or designated portion thereof".

12.2.2.1 In the third sentence of the paragraph, strike "one year period" and replace it with "two year period".

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1

GOVERNING LAW

STATE OF DELAWARE

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13.1 Strike the second sentence in its entirety.

13.5 INTEREST

13.5 Strike 13.5 in its entirety and replace with 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."

Add the following Paragraph:

13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 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 TIME LIMITS ON CLAIMS.

15.1.2 Strike "in accordance with the requirements of the binding dispute resolution method selected in the Agreement and" from the first sentence.
Strike the second sentence in its entirety.

15.1.4 CONTINUING CONTRACT PERFORMANCE

15.1.4.2 Strike in its entirety.

15.1.7 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.7 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

15.2.1 Delete "and binding dispute resolution"

15.2.5 Delete 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

STATE OF DELAWARE

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Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.3.3 Strike in its entirety.

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SECTION

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- A. In accordance with Delaware Code, Title 29, Subchapter IV, Section 6960, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- B. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- D. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. In accordance with Delaware Code, Title 29, Subchapter IV, Section 6960, as amended January 11, 2024, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$45,000 for renovation work and/or \$500,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor.
 - 1. A Payroll Report, available from the Department of Labor is to be used to provide this information.
- F. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION



DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF CONSTRUCTION ENFORCEMENT
252 Chapman Rd, STE 210
Newark, DE 19702

Via Electronic and Regular Mail

October 28, 2024

Mr. Kevin Lucas
EDiS
110 S. Poplar St
Wilmington, DE 19801

Re: New Hodgson HS-BP-D.2, Main Entrance Work, New Castle County, DE

Dear Mr. Lucas:

I am responding to your request for a category determination for the New Hodgson HS-BP D.2, Main Entrance Work which is a state funded construction project located in New Castle County, DE. The work consists of the construction of the new DelDot approved Main Entrance to the new Hodgson Vo-Tech HS. You estimate the total cost of construction for this project to be \$380,000.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the prevailing wage rates effective March 15, 2024, which were amended June 14, 2024, for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

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

Pursuant to 19 Del. Chapter 36, all contractors must obtain their Contractor Registration Certificate prior to performing construction services or maintenance work throughout Delaware. Contractors can submit an application by visiting the Delaware One Stop https://onestop.delaware.gov/Operate_Contractors.

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

Mr. Lucas
October 28, 2024
Page 2

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-451-3411.

Sincerely,

David Burns

David Burns
Labor Law Enforcement Officer
David.Burns@delaware.gov
Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS OFFICE
CONSTRUCTION INDUSTRY ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION
EFFECTIVE MARCH 15, 2024 – AMENDED JUNE 14, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.03	35.74	52.03
BOILERMAKERS	86.90	44.09	64.81
BRICKLAYERS	65.24	65.24	65.24
CARPENTERS	61.06	61.06	49.30
CEMENT FINISHERS	91.66	65.19	50.55
ELECTRICAL LINE WORKERS	57.72	49.50	37.74
ELECTRICIANS	81.62	81.62	81.62
ELEVATOR CONSTRUCTORS	113.66	81.88	103.45
GLAZIERS	83.30	83.30	71.92
INSULATORS	67.20	67.20	67.20
IRON WORKERS	75.32	75.32	75.32
LABORERS	55.65	55.65	55.65
MILLWRIGHTS	85.36	85.36	68.57
PAINTERS	57.60	57.60	57.60
PILEDRIERS	88.62	49.97	40.41
PLASTERERS	37.89	37.89	28.08
PLUMBERS/PIPEFITTERS/STEAMFITTERS	77.30	80.57	71.11
POWER EQUIPMENT OPERATORS	81.29	81.29	81.29
ROOFERS-COMPOSITION	29.45	29.41	31.82
ROOFERS-SHINGLE/SLATE/TILE	23.34	27.77	21.83
SHEET METAL WORKERS	84.53	84.53	84.53
SOFT FLOOR LAYERS	60.12	60.12	60.12
SPRINKLER FITTERS	70.52	70.52	70.52
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	79.54
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	88.22
TRUCK DRIVERS	55.25	34.83	27.11

CERTIFIED: 10/28/2024

BY: Sahia Choudhury / Dr. Francis Chidelle
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) 318-2769.

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

PROJECT: New Hodgson HS-BP D.2, Main Entrance Work, New Castle County, DE



STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

SECTION 00 81 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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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

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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."

1.3 PILOT PROGRAM FOR DISADVANTAGED BUSINESS ENTITIES (DBE)

This is a pilot project in which goals are set to increase the participation of DBEs in capital projects. A DBE is a for-profit business in which at least 51% of the business is owned by one or more individuals who are both socially and economically disadvantaged; and whose daily operations are managed by one or more individuals who are both socially and economically disadvantaged. OMB has developed the DBE goals based on an analysis of the opportunities available on the project and qualified DBE firms available for participation. The DBE pilot has a cooperative program ("coop") requirement which will allow students in the Vo-Tech School District to work on the project.

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS A232-2019)

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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, including a list of all subcontractors and materialmen and their DBE status.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's 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

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- 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.
- 3.13 During the contract Work, the Contractor and each 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 requires, cause judgement 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

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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 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

5.0 PILOT PROGRAM REQUIREMENTS

The goal set for this pilot program is for 7% of the contract value shall be provided by DBEs. To achieve that goal, the Contractor shall use best efforts to hire subcontractors or purchase material from DBEs to reflect at least 7% of the contract value.

5.1 SUBCONTRACTING REQUIREMENTS

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- 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;
 - 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

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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.

- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

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.

For the purpose of this pilot project, any substitution of a listed subcontractor whether requested in compliance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code or in violation of that statute will not change the DBE requirement. It remains at 7% of the contract value.

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

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.

STATE OF DELAWARE

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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 prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 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 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 mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

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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 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.

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- 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 6516, 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 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

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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 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 laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and

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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 workplace, 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, may 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 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.

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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	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and 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

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

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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.

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.

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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 State Historic Preservation Office 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 by the Division of Historical and Cultural Affairs.

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 OR SUSPENSION OF THE 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 SECTION

QUARTERLY DBE REPORT

Contract: _____

Contractor: _____

DBE Name and Address	DBE Phone Number	DBE Email Address	DelDOT or OSD Registration Number	DBE % of Contract Value	Total Amount Paid to DBE as of Report Date	Description of Work	Status of DBE's work: Complete or In Progress

Total DBEs on project: _____

SECTION 008114 – DRUG TESTING PROGRAM AND FORMS

1. SUMMARY

- A. Pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit with their bid an Affidavit of Employee Drug Testing Program. A copy of the current Regulation is attached hereto.
- B. Each Contractor shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Contractor and all Subcontractors.
- C. Initial Drug Testing - Employees commencing work on a Jobsite must be tested within the past 180 days from the date of commencing work, with the exception that an Employee who has passed a random or scheduled drug test within that time frame, or an Employee who passed a pre-employment drug test administered pursuant to a Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- D. A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project. See the form attached hereto.
- E. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

Authorized Representative of Contractor/Subcontractor: _____

(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____

(signature)

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____
Project Name: _____
Contractor/Subcontractor Name: _____
Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

END OF SECTION

SECTION 008115 – AFFIDAVIT OF CRAFT TRAINING

1. AFFIDAVIT OF CRAFT TRAINING

1.1 Form Affidavit of Craft Training Compliance (008115 attached).

(PROJECT NAME),
(PROJECT LOCATION)
(PROJECT OR CONTRACT NUMBER)

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at: <https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor Program

Registration Number(s) _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
)
County of _____) **ss:**

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____ 20____.

Notary Public
Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

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

2. CONTRACTS

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

3. ALTERATIONS & COORDINATION

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

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the

Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.

- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- D. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.
- I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

-
- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.
- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.
- H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
- I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
- J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an

overtime basis and backcharge the Contractor responsible.

- L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
- N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.
- Q. Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval through Building Blok.
- R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
- S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- U. Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
- W. Daily cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for cleanup not satisfactorily performed by the Contractor.
- X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal

with the Owner.

- Y. This project is to be constructed adjacent to existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
- Z. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- AA. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- AB. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- AC. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- AD. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.
- AE. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.
- AF. Prohibition of Using Photographs on EDiS Projects: The Contractor and all associated subcontractors agrees to not issue any news release or advertising pertaining to the Work or the Project, including references to the Project on the Contractor's/subcontractor website or other social media outlets, without obtaining EDiS' prior written approval, in each instance. The Contractor, for itself, its employees, vendors and subcontractors, agrees to not use the name of the Owner, the Project, EDiS or any photographs, videos, or other images of the Project in connection with any of Contractor's business promotion activities, advertising, website, social media outlets, or operations, without EDiS' prior written approval in each instance.
- AG. This is not a secure site. All contractors are responsible for concealing, locking and /or removing any materials on a daily basis. EDiS will not be responsible for any lost tools, materials or equipment.

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- AH. Provide all BIM services as specified in Section 013700 BIM Execution Plan. As part of the coordination process all contractors are responsible for obtaining a Revizto license. The cost of this license is \$1,200 and shall be included in your base bid proposal.
- AI. All contractors must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented into the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
- AJ. All contractors shall be responsible to protect all non-metallic piping within the building envelope from overspray of the Applied Fireproofing, intumescent coatings, fire caulking and fire safing as it pertains to the scope of your course of work. The contractor shall be familiar with and comply with the NFPA regulations, including but not limited to the following 6.3.7.5 Firestopping materials intended for use on nonmetallic piping penetrations shall be investigated for compatibility with the nonmetallic pipe materials. 6.3.7.5 Protection plan shall be submitted and reviewed with the CM prior to implementation.
- AK. For all contracts which include allocations for COOP hours with NCCVT students, any unutilized COOP hours shall be returned to the district at the rates published in the documents, as a credit change order.

CONTRACT D.2-39: SITEWORK, CONCRETE, AND PAVING

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

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 312000	Earth Moving
Section 321216	Asphalt Paving
Section 321313	Concrete Paving
Section 334100	Storm Utility Drainage Piping

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

1. Provide all work associated with the Hodgson Main Entrance modifications. This work includes but is not limited to demolition and removal, erosion and sediment controls, all related sitework, storm water and catch basin revisions, concrete curbs, gutters, sidewalks, truncated domes, asphalt paving, striping, signage, exterior concrete steps and ramps, sod and topsoil/seeding.
2. Provide demolition work as defined on the contract documents and identified to be provided by this Contract D.2-39.
3. Provide all traffic and pedestrian control devices required by the contract documents and required to perform your contract work safely. Coordinate all work with DelDOT and the CM. Include Type III barricade as required. Include all traffic message boards and coordinate lane closures per DelDOT requirements.
4. This contractor is responsible for attending the DelDOT pre-construction meeting and coordinating with DelDOT throughout completion of the project and closeout of all open items.
5. NCCVT will require access to the school for summer activities and maintenance staff. The work of this contract must be coordinated/scheduled to always allow vehicular traffic in and out of the facility. If there must be a full closure for a period of time, it must be coordinated with NCCVT and the CM.
6. This contractor is responsible for maintaining any traffic light sensors or "loops" that may be effected by the work of this contract.
7. Where the work of this contract meets the existing paving, create an adjustment zone to allow a smooth transition between the grade changes.
8. Provide identification and removal of all site utilities, electric, water, sanitary, storm and gas as required by the contract documents and in order to perform your contract scope of work.
9. Provide dumpsters as required for the scope of work of your contract. The CM and Owner will not provide any dumpsters for this contract.

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10. This contractor to supply their own source of power for the scope of work included in this contract. No power will be provided by the Owner or CM.
 11. This contractor shall provide and maintain a concrete dumpster as required for the work of this contract.
 12. This contractor shall provide and maintain all required sediment and erosion control measures as required to perform the work of this contract. This contractor shall comply with all required DNREC requests within 12 hours of notification. The CCR for Contract D.2-39 will be provided by the owner. Maintain sediment control until substantial completion is established by DNREC, then promptly remove. (provide temporary mating and sediment logs as required to control sediment run-off during and until completion of this contract's work.
 13. Inlet protection prior to starting any work on site is required and subject to DNREC approval.
 14. Provide installation of the specified DeIDOT entrance as detailed on the contract documents. D.2-39
 15. This contractor shall provide all storm water demolition and rework as required. Filling the abandoned sanitary piping with flowable fill is to be provided by this contract.
 16. This Contractor shall visit the site of the proposed work, fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried out under the proposed contract and make such investigation as they may see fit so that they shall fully understand the facilities, physical conditions and restrictions affecting the work under the Contract. Claims for additional compensation and/or extensions of time because of Contractor's failure to familiarize themselves with all conditions which might affect the work shall not be allowed.
 17. Provide all site survey and layout of this contract work from a licensed surveyor. This work includes, but not limited to, accomplishing cuts and fills, locating utilities, layout of roads and walkways, and establishing site boundaries. Benchmarks and control points will be established by the CM.
 18. This contractor shall be responsible for contacting and coordinating Miss Utility for layout of existing utilities and provide private location services as required to identify utilities outside the Miss Utility location area.
 19. Furnish and install all site signage. This includes all traffic, pedestrian and school related signage not mounted on buildings, including fire lane curbing paint and/or stripping, roadway markings and signage as required by contract documents and applicable codes.
 20. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. The report generated from the sub-surface private locating firm shall be provided to EDiS as a project submission. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to proceeding with excavations. The Contractor/Excavator will have these marks restored as long as

there is work to perform. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that may have work in the same area.

21. Provide all sanitary and storm sewer work, including relocation of existing lines, manholes and structures as necessary. Include all required inspections as required by local code authorities. Include all permits necessary for your work. This contractor to include a full camera/video for all sanitary and storm lines/structures for submission and review by the CM, design team and governing authorities. Contractor shall provide imported structural fill material for all new utility trench backfill. Material shall conform to the requirements identified within the contract documents. AASHTO #10 screenings are also an approved material for utility trench backfilling.
22. If the existing fencing located within the limits of this contract are damaged or disturbed during performance of your work, this contractor will be responsible to replace/repair fencing, posts etc. to return the fencing back to its original condition.
23. This Contractor shall, in cooperation with utility companies, remove or cause to be removed all light and power poles if required to be removed, at such time as the services utilizing said poles are no longer required. Remove existing utilities and structures (water, storm, sewer, gas, electric etc.) from their source to 5' outside of existing building footprint. Coordinate shut-off with utility companies, cut and cap as required by governing agency. Patch existing manholes where existing utilities are removed, in accordance with DelDOT and NCCo regulations. Remove existing site amenities (light poles, utility poles, fencing, post and cable barriers, structures etc.) as indicated to be remove by this Contract D.2-39.
24. If required, this Contractor shall relocate power or light poles, fire hydrants, traffic signs or signals and similar utility and public service items in use and shall cooperate with all governmental agencies having jurisdiction over such items so as not to interfere with the services of such governmental agencies.
25. Street openings made for the shutting off or tapping of utility lines or for any other purpose shall be backfilled, tamped and the surfaces restored in accordance with the requirement of applicable local codes or to match existing; whichever is greater.
26. Utility equipment belonging to the utility companies, if to be retained by these companies, will be removed from the site by the company owning the equipment upon notification by this Contractor.
27. Any damage to public property, private property, or to utilities due to demolition operations, or the Contractor's neglect, shall be corrected by this Contractor, in a manner approved by the Owner and the parties whose property has been damaged, all at no additional cost to the Owner.
28. All clearing, grubbing and removal of vegetation, trees, roots and stumps whether indicated on documents or not.
29. Topsoil stripping and stockpiling on site. The topsoil must be triple screened to remove all inorganic materials in excess of $\frac{3}{4}$ inches or import material certified as triple screened. Provide sod at all grass areas indicated on documents for seeding and areas needing restoration. Include maintenance, care, watering, mowing, weeding and replacement as necessary up to DNREC's final approval and the owner's occupancy of new school in August of 2026.

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30. Contractors should carefully review the soil borings as they relate to soil conditions in and adjacent to the area where this work will be performed.
 31. Saw cutting and removal of sidewalks, curbs, etc. in the performance of work is this Contractor's responsibility. No stockpiling of demolished materials will be permitted, all demolished debris must be removed daily by this contractor.
 32. All vehicles leaving the construction area of this contract shall have their tires/tracks cleaned before leaving the construction site. construction. Maintenance cleaning of Glasgow Avenue shall be provided daily.
 33. Protect all existing trees to remain within the limits of construction, whether indicated on the documents or not.
 34. If temporary water or power is required for performance of this contract, it shall be provided by the contractor not the Owner or CM.
 35. Provide rough grading for area defined on site drawings for building, lawn areas, bituminous roads, parking and walkways. Preparation of subgrade curbing, walks, and pavements shall be provided by this contractor. All curbs shall be placed on 6" #57 stone whether the details require or not.
 36. Backfilling as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with DelDOT standards.
 37. This contractor shall be responsible for providing all required grading for the work of this contract. This contract is to provide off-site structural fills for all grading revisions as necessary for completion of this contract work. DelDOT standards for structural fill shall apply.
 38. All structural soils that are to be stockpile on site shall be covered as the stockpile is being created and them kept covered as needed to insure the integrity of the materials (keep it dry)
 39. Provide curb cuts, depressions and DelDOT type C-4 and C-5 curb details.
 40. Provide all bituminous paving and base as required by the contract documents.
 41. Provide all concrete paving as indicated on the contract documents.
 42. Millings may not be used as a substitute for stone base.
 43. This Contractor will provide all pavements markings, fire lane signs, and traffic signs.
 44. The certified construction reviewer (CCR) will be provided by the Owner. Review controls on a weekly basis and complete repairs to stay complaint with DNREC & CCR requirements.
 45. Provide all DelDOT permits related to work for this project.
 46. Provide perimeter protection of all excavated areas until suitably backfilled. (rope and flags) required, "Caution" tape is not acceptable protection.
 47. ASPHALT CEMENT COST ADJUSTMENT

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- a. Payments to the Contractor shall be adjusted to reflect increase or decreases in the Delaware Posted Asphalt Cement Price when compared to the Project Asphalt Cement Base Price, as defined in these Special Provisions.
 - b. The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania.
 - c. All deviations of the Delaware Posted Asphalt Cement Price from the Project Asphalt Cement Base Price are eligible for cost adjustment. No minimum increases or decreases or corresponding percentages are required to qualify for cost adjustment.
 - d. The actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula.
 - e. For Recycled Hot-Mix the asphalt percentage eligible for cost adjustment shall be only the new asphalt cement added to the mix.
 - f. The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be based on the August 1st price posted on DelDOT's website.
 - g. If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted workday, shall be the prices used for cost adjustment. However, if the industry posted price for asphalt cement goes down, the asphalt cement cost shall be adjusted downward accordingly.
48. Base bid shall include all standard dewatering measures, utilizing trenches, crocks, stone and portable pumping measures. This contractor to provide these measures as required to perform their work.
 49. Provide specified warranties, general 2-year and all extended warranties.
 50. Provide temporary shoring to support and maintain adjacencies and excavations per OSHA standards.
 51. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented into the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
 52. Provide As-Built Drawings both in electronic format and a hard copy.
 53. Provide a \$30,000 allowance to be used at the discretion of the Owner/Construction Manager.

END OF SECTION

SECTION 012100 - ALLOWANCES

1. RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- E. Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- F. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- G. Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- A. The amount of each allowance includes:
 - 1. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
 - 4. Applicable taxes.
 - 5. Profit and overhead.
- B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:

1. Handling at the site; including unloading, uncrating and storage.
 2. Protection from the elements and from damage.
 3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 4. Other expenses required to complete the installation.
 5. Contractor's and Subcontractor's overhead and profit.
- C. Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.
1. Section 011100 Contract D.2-39: Sitework, Concrete, & Paving: Provide a \$30,000 allowance for work to be determined by Owner and Construction Manager.
3. ADJUSTMENT OF COSTS
- A. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
1. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
- B. At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

ALLOWANCE AUTHORIZATION

Project:

Architect:

Project No.

Contractor:

AAA No.:

Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was:	\$
Amount of Contract Allowance Access previously authorized:	\$
Adjusted Contract Allowance prior to this authorization is:	\$
The amount of available Allowance will Decrease by this Access Authorization:	\$
The remaining Contract Allowance, after this Access Authorization will be:	\$

Recommended by:

Architect

By (Signature): _____

Date: _____

Accepted by:

Contractor

Approved by:

Owner

By (Signature): _____

Date: _____

By (Signature): _____

Date: _____

SECTION 012200 - UNIT PRICES

1. GENERAL PROVISIONS

- A. The general provision of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- B. The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

3. UNIT PRICES

- A. State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- B. See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- C. For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- D. Where both add and deduct unit prices are requested, there shall not be more that a 10% variation between the two.

4. APPLICATION OF UNIT PRICES

- A. Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

- A. Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.

- B. At the Contractor's option, and at his expense, measurements may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES - N/A

END OF SECTION

SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all Work shown or specified in the Contract Documents, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES – N/A

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- D. It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER

- A. Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
 - 1. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
 - 2. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
 - 3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.

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

3. PROCESSING A CHANGE ORDER

- A. The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.
- B. The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.
- C. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
- D. "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, FICA, and unemployment insurance.
 - 1. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.
 - 2. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.
 - 3. "FICA" is the costs association with Social Security and Medicare insurance.
 - 4. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.
- E. "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor (or Subcontractor) to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity.
- F. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.
- G. Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:
 - 1. Create a new change order, from your "To-Do List" by clicking on the "Create Issue" tab in the upper right corner and select "Change Order Request".
 - 2. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any

-
- changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
3. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
 4. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.
 5. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

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

END OF SECTION



CHANGE ORDER DETAIL FORM

(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Hodgson Votech High School Main Entrance Work

CHANGE ORDER REQUEST #:

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

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

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



LABOR DETAIL FORM

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

DATE:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Hodgson Votech High School Main Entrance Work

CHANGE ORDER REQUEST #:

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

SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

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

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

1. 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
 2. For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
 3. Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- B. When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 - 2019 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

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

3. RELATED REQUIREMENTS

- A. Owner-Contractor Agreement.
- B. Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- C. Section 01 31 13: Project Coordination Meetings
- D. Section 01 33 00: Submittal Procedures
- E. Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

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

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

- A. Form: AIA Document G702/CMa

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

B. Continuation Sheets

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at the start of the job.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.
5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

7. SUBMITTAL PROCEDURES

A. Complete Invoice:

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

- B. Number: Submit 3 copies of each invoice.

END OF SECTION

SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

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

2. ATTENDANCE

- A. Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- B. The representative of the Contractor shall be the Project Manager and field superintendent unless a substitute representative has been approved by the Construction Manager.
- C. Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

- A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- B. At a minimum, the Contractor shall be prepared to discuss the following:
 - 1. Actual vs. as planned progress for the prior two-week period.
 - 2. Planned construction activities for the next four weeks.
 - 3. Contract document clarifications.
 - 4. Coordination items with other contractors.
 - 5. Quality Control.
 - 6. Recently issued change orders.
 - 7. Potential change orders.
 - 8. Submittals and shop drawings.
 - 9. Other items requiring Construction Manager's attention.

END OF SECTION

SECTION 013119 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

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

2. ATTENDANCE

- A. Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.
- B. The following individuals shall attend these meetings:
- Contractors' Project Manager
 - Contractors' Field Superintendent
 - Contractors' Safety Representative (as needed)
 - Key Subcontractors, Suppliers, and Vendors
 - EDiS Project Manager
 - EDiS Field Manager
 - EDiS Safety Director (as needed)
 - EDiS MEP Specialist (as needed)
 - Owner's Representative (as needed)
 - Architect/Engineer (as needed)
 - Governmental Agency Representatives (as needed)
 - Testing/Inspection Agency Representatives (as needed)
 - Utility Company Representatives (as needed)

3. SUBMITTALS

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

4. LIST OF REQUIRED MEETINGS

- Selective Demolition
- Doors/Frames/Hardware
- Interior Glass and Glazing
- Finish Carpentry & Millwork
- Acoustical Ceilings/Acoustical Wall Panels
- Paint and VWC
- Flooring (VCT, Carpet)
- Operable Partitions
- Partition Walls
 - Metal Studs

- Drywall
- Insulation
- Doors/Frames/Hardware
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
- MEP Coordination
 - Mechanical Piping Roughin
 - Plumbing Roughin
 - Insulation
 - Electrical Roughin
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning
- Voice/Data Low Voltage Wiring
- Security System
- Audio-Visual Equipment
- Owner Furnished Equipment
- Final Cleaning

5. AGENDA

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

PRE-INSTALLATION MEETING: _____

[illegible]

Drawing / Spec No.	Comments / Conflicts

013119 - 3

F. REVIEW SUBMITTALS (*SEE THE SUBMITTAL REGISTER*)

G. REVIEW MATERIALS AND DELIVERIES

H. REVIEW SCHEDULE AND SEQUENCE OF WORK

I. JOB SITE SAFETY (*SEE THE CONTRACTOR'S SAFETY PROGRAM OR OSHA*)

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

J. COORDINATION WITH OTHER TRADES

K. ACTION ITEMS AND RESPONSIBILITY

END OF SECTION

SECTION 013125- WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- E. Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.
- C. In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the

primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

4. QUALITY ASSURANCE

- A. A three-hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.
- B. Technical assistance will be provided by on-line help, email, or telephone for all Users through-out the life of the project.

5. SUBMITTALS

- A. Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:
 - 1. Electronic logo of organization (as needed)
 - 2. Names, mailing address and electronic address of its Users and Contacts.
 - 3. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high-speed internet access and an email address. The computer shall have a high-speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.
- B. License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

7. SYSTEM DESCRIPTION

- A. The web-based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.
- B. The system contains a directory of the project participants.

- C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- G. The system is the product of **Building Blok, LLC** (www.buildingblok.com) and will be continuously updated.
- H. The Construction Manager will administer the Building Blok User accounts for this project.

8. DOCUMENTS CREATED INSIDE THE SYSTEM

- A. The following documents shall be created on templates inside the system.
 - 1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
 - 2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
 - 3. Submittal Log: The CM will maintain submittal log after it is initialized.
 - 4. RFI (Requests for Information)
 - 5. Change Orders
 - 6. RFP (Requests for Proposal)
 - 7. ASI (Architect's Supplemental Instructions)
 - 8. Tasks & Memos as determined by the CM
 - 9. Payment Applications
 - 10. Closeout Tracking Log
- B. The following documents may, at each Users option, be created on the system.
 - 1. Morning & Afternoon Activity Reports generated by the system
 - 2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
 - 3. Reports of information on the system
 - 4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

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

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

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

- A. The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.
1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
 2. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
 3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
 4. AIA closeout documents, which require an "original" signature, will created and distributed outside the system.

END OF SECTION

SECTION 013216 - CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

- A. Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.

SCHEDULE: The work of this bid package shall commence on or about the 16th of June 2025 and be completed no later than July 18th, 2025.

- B. The Pre-Bid Construction Schedule is a milestone schedule with durations that identify portions of the project that must be completed. This schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum. By submitting a bid, each Contractor is certifying that they can complete their work within the durations, or less time, outlined in the milestone schedule and its bid includes any and all costs associated with the schedule. This includes one Contractor completing their work in conjunction with another Contractor's work (i.e. electrical conduits installed in CMU walls). Each Contractor agrees to provide sufficient labor, crew size, equipment and/or work overtime, weekends, or shiftwork as necessary to meet the activity durations on this schedule and subsequently the latest coordinated Project Construction Schedule.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- A. After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review, the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery, and installation. The Contractor's Work Schedule shall be organized by Area, Building, Phase, and/or Floor as required by the Construction Manager. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences. If the Contractor fails to provide a work schedule for their activities then they will be held to the Project Construction Schedule developed and updated by the Construction Manager.

- B. The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner, and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule.
- C. After all Contractors submit their Work Schedules and the schedules have been incorporated into the overall Project Construction Schedule a Schedule Charrette will be held by the Construction Manager. Each Contractor is required to participate in the Schedule Charrette in order to produce a coordinated Project Construction Schedule. The Construction Manager will have the final authority concerning the sequence of work, priorities or work, and activity durations. The approved coordinated Project Construction Schedule shall be issued to the Contractors and each Contractor shall perform their Work in conformity therewith.
- C. The Contractor shall submit proposed schedule revisions and obtain the written approval of the Construction Manager therefore before deviating from the Project Construction Schedule.
- D. The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary. Each Contractor acknowledges that Construction Manager may modify, change, or alter the sequence, duration, start dates, completion dates to maintain the progress of the work. Contractor agrees to perform the work in accordance with the revised schedules and that modification of the schedule or sequence of the work by the Construction Manager shall not be the basis of any claim by the Contractor for damages or costs.
- E. Weather Delays: The project substantial completion date, shall only be adjusted due to extreme weather conditions that are above and beyond the following "Adverse Weather Days" already accounted for in the Pre-Bid Construction Schedule. These adverse weather days are based on a seven day week and come from the DelDOT Standards:
 - a. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3), September (4), October (3), November (2), and December (6).
 - b. Time extension due to weather must be related to critical path activities.
 - c. Delays due to weather must be reported by the Contractor on the day they occur on the Contractor's daily report.
 - d. Any time lost during the work week must be made up the same week by overtime and/or working weekends. The Owner will not be responsible for additional costs for overtime.

3. ADHERENCE TO THE SCHEDULE

- A. The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment, and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- B. If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its

Work. Such steps shall include increases in manpower, equipment, and materials and/or overtime as the Construction Manager may deem necessary. If any work is not started or completed within five (5) calendar days of the schedule date in the latest Project Construction Schedule, the Construction Manager shall have the right to direct the Contractor to expedite their work by whatever means the Construction Manager deems necessary to regain the schedule, without additional compensation to the Contractor. If any work falls behind schedule more than ten (10) days, the Construction Manager shall have the right to perform the work or have the work performed by whatever means the Construction Manager deems necessary. The costs incurred by the Construction Manager in order to "maintain the Project Construction Schedule" shall be reimbursed by the Contractor or Contractors causing the delay. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.

- C. Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a two-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.
- D. Each Contractor must schedule their manpower to work on all available work at a given time. Contractors must not assume that they have an entire work area available at one time or exclusive to their work. Working simultaneously in and around other trades is required. Therefore, if an area of the building is ready for the Contractor's work to begin or continue the Contractor must have manpower onsite working. While working on site, each Contractor is to have their foreman attend weekly pull planning coordination meetings in the EDiS site trailer to review and update the 2-week lookahead schedule.
- E. If a Contractor misses any portion of a workday due to weather, manpower, lack of materials, failure to plan, or scheduling conflicts, they must make-up this lost time on overtime or Saturday. If two or more days are lost in the same work week, the Contractor must work overtime, the immediate Saturday and the Saturdays following the week to make up the lost days. Failure to provide sufficient manpower during the normal week days may result in charges for supervision by EDiS Company, at the discretion of EDiS Company.
- F. All punchlist work and project closeout documentation shall be completed within twenty-one (21) calendar days of the Substantial Completion date. Any open punchlist items after this date will be completed by EDiS Company and back charged to the responsible Contractor.

END OF SECTION

SECTION 013219 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- A. The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- B. The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- C. Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- A. Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- B. Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product Identifier.

END OF SECTION

SECTION 013226 - CONTRACTOR DAILY REPORTS

1. CONTRACTOR DAILY REPORTS

- A. The Subcontractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:
 - 1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
 - 2. Extra Work (Time and Material) in progress.
 - 3. Materials Received.
 - 4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
 - 5. Inspection Checklist (performed daily).
- B. The Subcontractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

- A. The Subcontractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.
- B. A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.
- C. The Subcontractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. SAMPLE DAILY REPORT

- A. A sample daily report follows this section for your reference.

END OF SECTION

CONTRACTOR'S DAILY REPORT

Project Name: Hodgson Vocational Technical High School

Date:

Contractor:

Contract No. & Description:

Weather:

Foreman's Name

(Print)

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
	TOTAL			

* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned:

Construction Equipment:

Qualified Operator(s)

Deliveries or Materials:

Machinery, tools, material, and equipment to be used:

Inspection of work area, machinery, tools, material, or equipment

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Please See Other Side

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDiS Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

House Keeping

- ☐ Material Storage Area's Orderly
- ☐ Trash Containers Available and Emptied daily
- ☐ Fire Hazards
- ☐ Lighting and ventilation
- ☐ Exits and Stair clear passage
- ☐ Walkways, corridors clear passage
- ☐ Daily debris /trash removal
- ☐ _____

Personal Protective Equipment

- ☐ Hard Hats being worn
- ☐ Safety Glasses with side shields being worn
- ☐ Secondary Eye/Face protection
- ☐ Respirators as required
- ☐ Hand protection when needed
- ☐ Ear protection when needed
- ☐ Inspected & Maintained
- ☐ _____

Fire Prevention

- ☐ Fire extinguishers inspected
- ☐ Flammable / Combustibles properly store
- ☐ Approved Fuel cans used and labeled
- ☐ Oxygen / Acetylenes stored properly
- ☐ _____

Electrical

- ☐ GFI in use
- ☐ Three prong insulated extension cords used
- ☐ Extension cords in good condition
- ☐ Lockout / Tag-out program in use
- ☐ _____

Excavations

- ☐ Miss Utility been contacted
- ☐ Properly Barricaded
- ☐ Ladders in use at depths over 4'-0"
- ☐ Ladders every 25'-0" distance
- ☐ Shored, sloped, benched as required
- ☐ Dewatering as needed
- ☐ _____

Ladders

- ☐ Good condition
- ☐ Correct pitch

- ☐ Extends 3'-0" above landing
- ☐ Open and secured / tied off
- ☐ _____

Scaffolds

- ☐ Certified Scaffold Installer
- ☐ Guardrails, toe boards, and planking secured
- ☐ Appropriate signage
- ☐ Adequate cross bracing
- ☐ Secured to building over 25'-0" in height
- ☐ _____

Cranes

- ☐ Rated Load Capacity available in cab
- ☐ Swing Radius barricaded
- ☐ Appropriate certificates / decals / hand signals
- ☐ Daily safety inspection log completed
- ☐ _____

Fall Protection

- ☐ Fall protection plan on file
- ☐ Full harness / shock absorbing lanyard used
- ☐ Anchoring points secured
- ☐ Perimeter barricades
- ☐ Open sided floor protection
- ☐ 6'-0" Tie-off utilized
- ☐ _____

Paperwork

- ☐ MSDS Information
- ☐ Contractors Safety Program
- ☐ Hazardous Communications Training
- ☐ Hazardous Communications Program
- ☐ Contractor Qualified Representation
- ☐ _____

Other

- ☐ _____
- ☐ _____

Foreman / Competent Person:

Print Name _____

SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

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

2. ITEMS TO BE SUBMITTED AT START OF WORK

- A. Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- B. Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- C. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- D. Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- E. Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- F. Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.
- G. Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

- A. Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- B. If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

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

5. SUBMITTALS

- A. All submittals shall be directed to the Construction Manager in the manner directed by the

Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.

- B. Prepare a Submittal's Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittals.
 - 2. The dates submittals will be required for Owner-furnished products.
 - 3. The date approved submittals will be required from the Architect.
- C. Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

- A. Conform to provisions in General Conditions applying to Shop Drawings.
- B. Present in a clear and thorough manner.
 - 1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
 - 2. Maximum sheet size: 30" x 42".

7. PRODUCT DATA

- A. Conform to provisions in General Conditions applying to Product Data.
- B. Preparation:
 - 1. Clearly mark each copy to specifically identify products or models pertinent to project.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
- C. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

- A. Conform to provisions in General Conditions applying to Samples.
- B. Provide samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the project, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
- C. Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

- A. Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor.
- B. Number of submittals required.
 - 1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.
 - 2. Product Data: Submit eight (8) copies. Four (4) will be retained by the Architect, the Construction Manager and the Consultants. Four (4) will be reviewed, marked and stamped by the Architect and returned to the Contractor by the Construction Manager. Any additional copies required by the Contractor shall be made by him from the stamped copy.
 - 3. Samples: Submit four (4) each. When approved it will be returned to the Construction Manager to be retained at the site for reference use.
- C. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number.
 - 3. Contract identification.
 - 4. The names of the Contractor, Supplier and Manufacturer.
 - 5. Identification of the product, with the specification section number.
 - 6. Field dimensions, clearly identified as such.
 - 7. Relation to adjacent or critical features of the Work or materials.

8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Identification of deviations from Contract Documents.
 10. Identification of revisions on resubmittals.
 11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
 12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.
- D. Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.
- E. All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

10. RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
- B. Shop drawings and Product Data:
1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

- A. The Construction Manager will receive and log submittals and forward to Architect after processing.
- B. The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
1. Contractor that made submittal.
 2. Jobsite File.
 3. Record Document File.
 4. Other Contractors, as required for coordination.

- C. The Construction Manager will distribute samples as required.
- D. The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
 - 1. Subcontractors.
 - 2. Suppliers.
 - 3. Fabricators.

12. SCHEDULE OF VALUES

- A. Use AIA Document G703, Continuation Sheet to G702.

13. PROGRESS SCHEDULE

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar chart for each trade or operation.
 - 2. Horizontal time scale: Identify the first work day of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
 - 4. Minimum sheet size 11 inches by 17 inches.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Show the complete sequence of construction by activity.
- D. Show the dates for the beginning, and completion of, each major element of construction such as:
 - 1. Site clearing.
 - 2. Site utilities.
 - 3. Foundation work.
 - 4. Structural framing.
 - 5. Subcontractor work.
 - 6. Equipment installation.
- E. Show projected percentage of completion for each item as of the first day of each month.

- F. Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
- G. Indicate progress of each activity to date of submission.
- H. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- I. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays and the impact of the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- J. Submit one reproducible transparency.
- K. After review, distribute copies of the schedule to:
 - 1. Jobsite File.
 - 2. Subcontractors.
 - 3. Architect.
 - 4. Owner.
- L. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the Contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The background check cannot be any older than 1 year prior to the date of the contract between the Contractor and the Owner. The Construction Manager, the Owner's representative and the Owner have the right to request that the screening data be submitted on a case-by-case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Date

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

RE: INSERT PROJECT NAME - Certification of Background Checks

Dear _____:

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

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

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

Sincerely,

Company

NAME
TITLE

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety activities and programs in connection with their Work.
- B. Contractor shall be responsible for the safety of their personnel as well as their subcontractors.
- C. Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments worn on the outer layer of clothing, and work boots.

2. SAFETY PROGRAM

- A. Prior to commencing the work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of SDS information in a 2" ringed notebook. One paper copy of the safety program and SDS will be retained by the Construction Manager in the field office.
- B. The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be project and site specific. Every Contractor shall implement and enforce its safety program, in accordance with all OSHA, Federal, State, and local laws.
- C. Crystalline Silica Exposure Control Plan - Affected Contractors must provide a Written Exposure Control Plan for Respirable Crystalline Silica, meeting Subpart Z of the OSHA Construction Industry Regulations, that ensures each employee covered by this section of the Regulations can demonstrate knowledge and understanding meeting the requirements of the regulation, identify the competent person designated by the employer in accordance with the section, and otherwise comply with the requirements of this section of the Regulations.
- D. Every Contractor shall designate a qualified Safety Supervisor and Alternate to implement the safety program. If during the progress of the work the Safety Supervisor is not performing their duties in a manner satisfactory to the Construction Manager the Contractor will designate a new qualified Safety Supervisor.
- E. Every Contractor shall furnish the names and qualifications of the Primary and Alternate competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.

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- F. The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.
- G. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records shall be provided when necessary.
1. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.
- H. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to the Superintendent, verifying inspection of work area, machinery, equipment, and tools.
- I. Prior to starting work on-site, the Contractor shall arrange with the on-site Superintendent to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- J. Every Contractor shall hold, at a minimum, weekly safety toolbox talks with all its employees every Monday at 12:30 PM. Every Contractor shall designate a responsible, qualified, and capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

3. SUBSTANCE ABUSE POLICY STATEMENT

- A. The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager work sites. The Policy is as follows:
1. It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
2. It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
3. It is a violation for employees and Contractors' employees to use prescription drugs illegally (i.e., to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

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4. Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.
- B. Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.
4. EXECUTION
- A. Every Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Every Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders, or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by the Contractor and may be deducted from any payments due Contractor.
- B. The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.
- C. The Contractor / Sub-contractor shall prepare a written Job Hazard Analysis (JHA) common to the construction industry for any work of a high risk nature. This JHA will be prepared and signed by each work crew each day prior to starting work on a specific area of work and any time a crew is re-assigned to a new work task. The JHA form is generally in table form and simply describes tasks to be performed, potential hazards and mitigating measures. The form is used to identify, analyze, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations. Each employee associated with the work to be performed shall be instructed by their companies designated Competent Person of the safety measures listed on the form and shall sign the document prior to the commencement of work.

(examples of "high risk": pre-cast concrete, scaffold activities, steel erection, work at heights, work at depths, road work, etc.) If the contractor prepares a similar assessment form it must be reviewed to meet the criteria of a Job Hazard Analysis (JHA) as described by the U.S. Department of Labor (OSHA 3071 2002 Revised).

- D. The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- E. Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- F. The Contractor's Superintendent or Safety Supervisor shall ensure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- G. Every Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- H. Contractor certifies that the forgoing terms shall be made applicable to all Contractors' subcontractors, suppliers, materialmen, or anyone furnishing labor and/or materials to the site.
- I. Every Contractor shall continue to educate their job Safety Supervisor or Superintendent of their responsibilities, which shall include:
 - 1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 - 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 - 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
 - 4. Acquainting its workers and subcontractors with all applicable safety requirements and ensuring that they are enforced.
 - 5. Setting a good example for their workers.

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6. Making a complete investigation of incidents to determine facts necessary to take corrective action.
 7. Promptly completing an "Incident Investigation Form" with his Supervisor's assistance and distributing as required.
 8. Holding weekly "tool box" safety meetings with their employees to:
 - a. Discuss observed unsafe work practices or conditions including a review of current foreman meeting and progress meeting reports.
 - b. Review each incident with their employees and discuss correction of incident root causes.
 - c. Encourage safety suggestions from his men.
 9. Seeing that prompt medical treatment is administered to an injured employee.
 10. Correcting or reporting immediately to project superintendent any observed unsafe conditions, practices or violations of job safety or security.
 11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.
5. SAFETY MEETINGS
- A. The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed, and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.
6. TOOL BOX SAFETY MEETINGS
- A. The Contractor shall schedule weekly "tool box" safety sessions to be held by their project safety supervisor or competent person / superintendent for all their employees.
 - B. A member of the Contractor's management staff shall periodically attend "tool box" safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.
7. REPORTS
- A. Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
 - B. Contractors shall promptly complete an incident investigation report of all incidents.

- C. A record of all "tool box" safety sessions shall be made and submitted to the Construction Manager.

8. SAFETY REPRESENTATIVE

- A. The Construction Manager (CM) may employ the services of a Safety Representative on the project.
- B. The CM Safety Representative will visit the job site on a weekly basis, or as necessary, to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. The CM Safety Representative is not responsible for observing and documenting all possible safety violations. The Contractors' Safety Representatives, Safety Supervisors, or Superintendents shall attend job site safety inspections with the CM Safety Representative.
- C. The CM Safety Representative will prepare a written report at the end of each inspection listing the safety violations observed during the inspection. This report will be distributed to all Contractors. Contractors will immediately correct all safety violations and provide written documentation to the CM verifying that all hazards have been corrected.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- A. The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- B. If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- C. If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in a habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- A. The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a job site emergency.

- B. Contractors shall assemble all their personnel and account for all employees. Contractors must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

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

1. All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.
 - a. Workers constructing or working near leading edges must be protected.
 - b. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
 - c. Employees working from scaffolds shall be guarded / protected from falling 6 feet (6') above next lower level. The erection and use of the "Baker" / "Narrow Tower scaffold. Each contractor is obligated to train their employees and follow the OSHA and Manufacture guidelines. The employer shall erect and use scaffolds according to the manufacture and OSHA guidelines (the most stringent will take precedence) using manufactured approved scaffold components. Base plates must be used during assembly and guardrails must be used at all heights when in use. Manufacture booklet must be on site and stickers on each unit must be legible.
 - d. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
 - e. Roofers must comply with OSHA regulations for roof work.
 - f. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
 - g. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
 - h. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.

- B. Contractor shall provide their own fall protection. Fall protection may be provided by guardrail

systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA regulations.

- C. Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e., harness/lanyard.
- D. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Superintendent. It shall be the responsibility of each Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each Contractor shall be responsible to re-install the Safety Cable System in accordance with OSHA regulations.
- E. Fall protection will be enforced for Structural Steel Erectors.
 - 1. Contractors engaged in structural steel erection are specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
 - a. Standard guardrail system.
 - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. PFAS must meet the requirements of CFR 1926 subpart M.
 - c. Access to work area shall be provided by ladders or other safe methods. There shall be sufficient number of ladders, or other safe methods, available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
 - d. Steel erection Contractors must, at all times, be able to certify in writing that each of their employees have been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
 - e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractors must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be

designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.

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

13. CELL PHONE AND RADIO USE POLICY

- A. Use of cell phones on EDiS Company projects should be limited to non-construction type activity areas and away from active construction areas (i.e., project office). This includes both cell phone use and the review of data, information, texts, and the internet. Except in an emergency circumstance, phones should only be used in the designated areas. Anyone observed using a cell phone outside of these designated areas without regard to maintaining a safe focus on their surroundings can be subject to discipline, up to and including removal from the project. Use of ear buds, ear phones, and portable radios are absolutely prohibited on EDiS Company project sites. Anyone using ear buds, ear phones, or any other device that would prevent the wearer from receiving auditory cues about the surrounding environment will be subject to discipline, up to and including removal from the project.

14. EXCAVATION PROCEDURES

- A. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities.
- B. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to proceeding with excavations. The Contractor/Excavator will have these marks restored as long as there is work to perform.
- C. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that

may have work in the same area.

- D. Definition: "Excavator" shall mean any person, including those acting either as an employer or employee, intending to perform or performing excavation or demolition work.
- E. Definition: "Excavate" or "Excavation" shall mean any operation in which earth, rock or other material in the ground is moved, removed, or otherwise displaced or disturbed by means of any tools, equipment or explosives and includes, without limitation, grading, trenching, digging, dredging, ditching, drilling, auguring, tunneling, boring, backfilling, post pounding, driving objects into the ground, installation of form pins, hammering, scraping, cable or pipe plowing or driving.

15. TRAFFIC CONTROL PROCEDURES: Manual on Uniform Traffic Control Devices (MUTCD)

- A. Contract D.2-39 Sitework, Concrete, & Paving is to provide all MUTCD required for this contract.
- B. Traffic control plan(s) for the work may be required by the Authorities Having Jurisdiction (AHJ). Traffic control plans, if required, shall be prepared per AHJ standards, at the Contractor's expense, for review and approval by the AHJ. (Note: anything on a public right of way controlled by the state will require an engineer's stamp.) The implementation of the traffic control plan and any associated maintenance shall be performed at the Contractor's expense in accordance with the requirements of the AHJ. All warning signs and safety devices used by the Contractor to perform the work shall conform to the requirements contained in the State where the work is being performed, and the Department of Transportation's current edition of "Manual on Uniform Traffic Control Devices". The Contractor shall also be responsible for all traffic control required by the AHJ over the Project on the intersecting streets.
- C. Contractors must submit a traffic control plan to the AHJ over the project for approval within fourteen (14) calendar days of Contract award. The approved traffic plan must be submitted prior to the commencement of work in a public street. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the Department of Transportation for safety through construction zones. All of the streets in which the work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the AHJ. Businesses and residences adjacent to the work shall be notified forty- eight (48) hours in advance of closing of streets, roadways, driveways, etc. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of- ways unless otherwise approved. These requirements shall not authorize any extension of time for performance of this Contract.

16. SCAFFOLDING PROCEDURES

- A. A written project specific scaffold inspection checklist must be completed by the Contractor's competent person responsible for inspecting the scaffolding before each work shift, and after any occurrence which could affect a scaffold's structural integrity. A copy of the documented scaffold

inspection checklist must be maintained by each company performing work on a scaffold and a second copy provided for record to the EDis project office.

- B. Contractors are required to ensure that all employees working on or around scaffolding are properly trained. Contractors shall provide documented verification of scaffold training upon request.
- C. Scaffold erectors and dismantlers are required to wear fall protection during the erecting, modifying and dismantling scaffolds. In cases where fall protection is infeasible or creates a greater hazard, the competent person shall document their decision at each specific location of scaffold assembly. At minimum, the scaffold erectors and dismantlers shall wear a fall protection harness during the erection, modification and dismantling of scaffolds.
- D. Contractors shall utilize a scaffold tag system. The scaffold tag system shall be color coded and visible. The competent person shall sign and date the scaffold tag.
 - 1. Green tags are reserved for complete systems.
 - 2. Red tags are reserved for erection/dismantling activities and for scaffolds with deficiencies in the system.
 - 3. Yellow tags are reserved for systems that require the use of both PFAS and guardrail systems for incomplete scaffold systems or platforms.

END OF SECTION

CONTRACTOR

COMPETENT / QUALIFIED PERSON DESIGNATION LOG

Project:

Field Manager:

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart C-General Provisions				
1926-20 General Safety				
Subpart D - Health and Environmental Controls				
1926-53 Ionizing Radiation				
1926-55 Gases, Vapors, Fumes, Dusts, Mists				
1926-57 Ventilation				
1926.59 Hazard Communication				
1926.62 Lead				
Subpart E - Personal Protective Equipment				
1926.101 Hearing				
1926.103 Respirator Protection				
Subpart H - Materials Handling, Storage				
1926.251 Rigging Equipment for Material Handling				
Subpart J - Welding and Cutting				
1926.354 Welding, Cutting and Heating				
Subpart K - Electrical				
1926.404 Wiring Design and Protection				
Subpart L - Scaffolding				
1926.451 Scaffolding				
Subpart M - Fall Protection				
1926.502 Fall Protection Criteria and Practices				
1926.503 Training				
Subpart N - Cranes, Derrick -Redesignated 1926.1501				
Subpart O - Motor Vehicles and Equipment				
1926.601 Motor Vehicles				
Subpart P - Excavations				
1926.651 Specific Excavation Requirements				
1926.652 Requirements to Protective Systems				
Subpart S - Tunnels, Shafts, Caissons				
1926.800 Tunnels, Shafts, Caissons				
1926.803 Compressed Air				
Subpart T - Demolition				
1926.850 Preparatory Operations				
1926.852 Chutes				
1926.859 Mechanical Demolition				
Subpart V - Power Transmission and Distribution				
1926.955 Overhead Lines				

New Castle County Vocational Technical School District
Hodgson Votech High School

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart X - Stairways and Ladders				
1926.1053 Ladders				
1926.1060 Training Requirements				
Subpart Z - Toxic and Hazardous Substances				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Name (print)

Contractor Signature

Date

PU19, Revised 07/2021

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

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

Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a. ☐ Scaffold: 1926.454
- b. ☐ Fall Protection 1926.503
- c. ☐ Crane Operator: 1926.1427
- d. ☐ Signal person (this is for any persons connecting material or equipment for lifting): 1926.1428
- e. ☐ Crane maintenance: 1926.1429
- f. ☐ Steel erection fall protection: 1926.761
- g. ☐ Respiratory protection (medical clearance and training records complying with 1910.134
- h. ☐ Powder-actuated tools: 1926.302
- i. ☐ Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

Work Area:		JOB HAZARD/RISK ANALYSIS
	Site:	
	Company:	

Describe Activity:		Date:	
Completed By:			

Work Process and Tasks <i>Describe the tasks / steps involved</i>	Hazards Identified for each Task / Step	Risk Level <i>High – Medium</i>	Control / Safe Work Procedures for each Task <i>Controls to be implemented (consider the hierarchy of hazard controls)</i>

Checklist for Guidance			
• Does Task effect other trades?	• Any overhead and / or underground utilities?	• What type of PPE will be used?	
• Any Fall Conditions greater than 6 feet?	• What are the potential “hazards”?	• How can the “hazard” be eliminated?	
• Have employees been trained in the assignment? (e.g. fall protection, scaffold, excavation, etc..)	• What “hazards” are present?	• Excavation Safety System to be used?	

Competent Person / Supervisors Comments			Date:	
Employee Name:			Competent Person Signature:	

SECTION 014500 - QUALITY CONTROL

1. DESCRIPTION

- A. Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

2. RESPONSIBILITIES

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

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

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

- C. Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

- D. Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

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

- F. Submittals: Contractor shall submit a certified written report of each test, Inspection or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

- G. Report Data: Written inspection or test reports shall include:

1. Name of testing agency or test laboratory.

2. Dates and locations of samples, tests or inspections.
 3. Names of individual present.
 4. Complete inspection of test data.
 5. Test results.
 6. Interpretations.
 7. Recommendations.
- H. Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."
- I. Special Instructions:
1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
 2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
 3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
 4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

END OF SECTION

SECTION 015113 - TEMPORARY ELECTRICITY

1. GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 26.

B. DESCRIPTION OF SYSTEM

1. Contract D.2-39 Sitework, Concrete, and Paving to provide temporary power for all work of their contract.

C. REQUIREMENTS AND REGULATORY AGENCIES

1. The Electrical Contractor will obtain permits as required by local governmental authorities.
2. The temporary electrical service shall comply with National Electrical Code, 1990 Edition and applicable local codes and utility regulations.

2. PRODUCTS

A. MATERIALS

1. General
 - a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

B. EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

3. EXECUTION

A. REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.
2. Repair all damage caused by the installation and restore to satisfactory condition.

END OF SECTION

SECTION 015123 - TEMPORARY HEATING, COOLING AND VENTILATING

1. GENERAL

A. RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Temporary Electric: Provided by Contract D.2-39 Sitework, Concrete, and Paving.
2. Temporary Facilities: Provided by Contract D.2-39 Sitework, Concrete, and Paving.
3. Heating Requirements for Cold Weather Installation and Protection of Materials: Respective specification section for each item of work.

B. DEFINITIONS

1. Temporary Enclosures: Sufficient preliminary enclosures of an area of structure, or of an entire building, to prevent entrance or infiltration of rainwater, wind, or other elements and which will prevent undue heat loss from within enclosed area.
2. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with Contract Documents, either for a portion of structure, or for an entire building.

C. DESCRIPTION OF SYSTEM

1. Contract D.2-39 Sitework, Concrete, and Paving shall provide all temporary heating and protection for performance of their contract.
2. Prior to the building or portion of building being permanently enclosed, each Contractor shall provide temporary heat and ventilation and weather protection necessary for their work, as described below. After permanent enclosure, the HVAC Contractor shall provide and maintain temporary heat and ventilation in enclosed areas, coordinated by the Construction Manager, required to:
 - a. Facilitate progress of Work.
 - b. Protect Work and products against dampness and cold.
 - c. Prevent moisture condensation on surfaces.
 - d. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.
 - e. Provide adequate ventilation to meet health regulations for safe working environment.
3. Temperatures Required
 - a. Generally, 24 hours a day: Minimum of 40 degrees F.

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- b. 24 hours a day during placing, setting, and curing of cementitious materials: As required by specification section for each product.
 - c. 24 hours a day, seven days prior to, and during, placing of interior finishes: woodwork, resilient floors, painting and finishing: As required by specification section for each product.
 - d. 24 hours a day after application of finishes, and until Substantial Completion: Minimum of 50 degrees F.
4. Ventilation Required:
- a. Contractors shall prevent hazardous accumulations of dusts, fumes, mists, vapors, or gases in areas occupied during construction. Reference OSHA regulations CFR 1926.55 (Gases, vapors, fumes, dusts, and mists). and CFR 1926.57 (Ventilation).
 - (1) Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.
 - (2) Dispose of exhaust materials in manner that will not result in harmful dispersal of hazardous substances into atmosphere of occupied areas.
 - (3) Continuously ventilate storage spaces containing hazardous or volatile materials.
 - (4) Contractor/subcontractor must provide and use equipment which is furnished with Exhaust Purifiers/Scrubbers or is electrically power driven when any such equipment produces airborne containments and will be used in an enclosed building.
 - (5) The Contractor/subcontractor shall verify air quality by the use of air monitoring equipment and document the verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of those four gasses, Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gasses.
5. Contractors shall provide adequate ventilation for:
- a. Curing installed materials.
 - b. Dispersal of humidity.
 - c. Temporary sanitary facilities.
6. Duration of Operations:
- a. For Personnel:
 - (1) At all times personnel occupy an area subject to hazardous accumulations of harmful elements.

(2) Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.

- b. For curing installed materials: As required by specification section for respective materials.
- c. For humidity dispersal: Continuously ventilate to provide suitable ambient conditions for work.
- d. The HVAC Contractor shall maintain supervision and operation of temporary heating and ventilating equipment in order to:
 - (1) Enforce conformance with applicable codes and standards.
 - (2) Enforce safe practices.
 - (3) Prevent abuse of services.

2. PRODUCTS

A. EQUIPMENT

- 1. Provide required facilities, including piping, wiring and controls.
- 2. Portable Heaters:
 - a. Indirect hot air units, located outside with duct entering into the building. Provide a sufficient number of units to meet the temperature and ventilation requirements specified above.
 - b. Provide Safety Controls against explosion, overheating, and carbon monoxide build up.
 - c. Provide adequate combustion air.
 - d. Provide Temperature Controls installed in the building at a location(s) designated by the Construction Manager.
 - e. Provide temporary barricades around the equipment to protect against damage from other construction equipment.
 - f. Provide supplementary fans / distribution equipment capable of distributing heated air evenly throughout the space(s).
- 3. Oil-Fired heaters will not be allowed.

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

A. DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents. (see "B" section)
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents. (all cost to be borne by Contract D.2-39)

B. RELATED WORK SPECIFIED ELSEWHERE

1. **Temporary Electric: Provided by Contract D.2-39 Sitework, Concrete, and Paving.**

2. FACILITIES

A. TEMPORARY SANITATION FACILITIES

1. Contract D.2-39 contractor shall provide required sanitary facilities for this scope of work

B. TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Contract D.2-39 shall provide required construction water for this scope of work

C. TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

D. FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

E. FIRE PROTECTION

1. Bid Package D.2 Contractor(s) to provide temporary fire protection as required for their work.
3. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

F. ACCESS ROADS AND PARKING AREAS

1. The Construction Manager will provide and maintain access roads on the site.
2. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

G. STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.
2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

H. FIRST AID STATION

1. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.

I. SECURITY

1. The Construction Manager will provide the following security measures at the site: security lighting will be provided. (Existing facility lighting only)
2. All other safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

J. BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.

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3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
 4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.
- K. FIELD OFFICE AND STORAGE TRAILERS
1. Contractor shall provide and maintain its own field office and storage trailers as required.
 2. Contractor shall provide temporary heat and power for its field office and storage trailer.
 3. Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.
- L. PROJECT SIGN – NOT APPLICABLE
1. The Construction Manager will provide a Project Sign naming the major participants, as determined by the Owner.
- M. TRASH DISPOSAL
1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager.
 2. The Construction Manager will not provide a trash chute.
 3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters.
- N. HOISTING
1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.
- O. SCAFFOLDING AND WORKING PLATFORMS
1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.
- P. SAFETY BARRICADES AND RAILINGS
1. The Structural Contractor shall provide barricades **and protective barriers** around elevator, stair, shaft and cut openings in floors and roofs, and edges of floors and roofs. The methods

and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. When a warning barricade is used to prohibit employees from entering a restricted work area. The "warning barricade" shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations.

2. After the barricades and protective barriers are no longer needed, the Structural Contractor will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
3. Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.
4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.
6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

Q. PUMPING AND DRAINAGE

1. Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

R. TEMPORARY BUILDING ENCLOSURES – NOT APPLICABLE

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.

2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
 3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.
- S. TEMPORARY POWER AND LIGHTING – All power to be provided by Bid Package B Contractor. Refer to Section 015113 - TEMPORARY ELECTRIC.
1. Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers provided by the Electrical Contractor. Refer to Section 015113 - TEMPORARY ELECTRIC.
 2. Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.
- T. TEMPORARY HEAT– NOT APPLICABLE
1. Contractor shall provide temporary heat as required for its operations. Once a building has reached the “Permanent Enclosure” stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
 2. Equipment and methods of temporary heating shall be reported to the Construction Manager.
- U. PROTECTION OF ADJACENT MATERIALS
1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.
- V. CLEAN UP
1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.13 above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.
 2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, **and at a minimum** at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
 3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
 4. If, after notification in writing from the Construction Manager, the Contractor does not correct

its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.

5. Final clean up and preparation of field and associated work for turnover to the Owner to be provided by Bid Package A Contractor.

X. PROTECTION OF EXISTING CONSTRUCTION

1. Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

Y. OTHER

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

3. PERMITS – (BUILDING PERMIT FROM NCCO NOT REQUIRED FOR THIS CONTRACT)

- 3.1 The Construction Manager will obtain the Building Permit. **ALL OTHER PERMITS ARE TO BE OBTAINED AND PAID FOR BY THE CONTRACTOR REQUIRING THEM.**

4. EXECUTION

A. GENERAL

1. Contractor shall install all temporary facilities in accordance with applicable codes.
2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

SECTION 016200 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- B. Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

- A. All materials and equipment incorporated into the Work shall:
 - 1. be new;
 - 2. conform to applicable specifications and standards; and
 - 3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- B. Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
 - 2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- C. Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- D. Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- E. For materials and equipment specifically indicated or specified to be reused in the Work:
 - 1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.

2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
 2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

- A. Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

- A. Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
 2. Contractor shall maintain temperature and humidity within the ranges required by

manufacturer's instructions.

B. Exterior Storage

1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.

C. Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

D. Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:

1. Roof insulation.
2. Roofing materials, including solvents.
3. Paint materials.
4. Cleaning and other solvents.
5. Fuels.

E. Protection after Installation:

1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

A. Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

B. Contractor's Options.

1. For Products specified only by reference standard, Contractor shall select any Product

meeting that standard.

2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 6.C, below.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

C. Substitutions.

1. The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certified that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
2. Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
3. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. **The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect. The architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.**
4. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the Work because of the substitution.
 - c. Effect on the construction schedule.

- d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
5. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
6. A request for a substitution constitutes a representation that Bidder:
- a. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
 - b. will provide the same warranties or bonds for the substitution as for the Product specified;
 - c. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
 - d. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- D. Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.
- E. The Architect shall have no obligation to consider any substitutions after the Contract award.

END OF SECTION

SECTION 017123 - FIELD ENGINEERING

1. GENERAL PROVISIONS

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

2. SURVEY

- A. The Owner has had a site survey prepared by Landmark Science & Engineering This information has been included in this Bid Package.

3. CONSTRUCTION MANAGER

- A. The Construction Manager will establish a bench mark and base line from which structures and grades shall be laid out by Contractors as designated in this section. The total extent of this layout is shown on the site drawings. One bench elevation shall be provided.

END OF SECTION

SECTION 017329 - CUTTING AND PATCHING

1. GENERAL

- A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- C. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- D. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- E. Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
 - 1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
 - 2. Exterior wall materials, ie., curtain wall
 - 3. Finish floor materials, ie., substrate, carpet, ceramic tile
 - 4. Walls
 - 5. Ceilings
- F. Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- A. General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

3. EXECUTION

- A. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Temporary Support: To prevent failure provide temporary support of work to be cut.
- C. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- D. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 - 1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 - 1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

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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.
- H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.3 SUBMITTALS

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

1.4 PERFORMANCE REQUIREMENTS

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

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

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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.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;

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- 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.

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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.

3.5 UNIVERSAL WASTE DIVERSION

- A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
- B. Store all universal waste in containers provided by contact person within facilities operations.
- C. Store all universal waste in a secured location and request periodic removal from assigned contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
- E. No identified universal waste will be discarded into the waste stream.
- F.

END OF SECTION

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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)	

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SECTION 017700 – CONTRACT CLOSEOUT

1. DESCRIPTION OF REQUIREMENTS

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

2. PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:
1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
 2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
 3. complete instructions of Owner's operating personnel, and start up of systems; and
 4. complete final cleaning and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

- A. Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to

circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. RECORD DOCUMENTATION

- A. Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark-up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- B. Installation, Operation and Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.
- C. State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801. To obtain this certificate, the contractor will be required to provide the Division of Revenue the completed State Form 8821 DE (attached to this section) along with a processing fee of \$40.
- D. AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
 - AIA G732, Final Application for Payment for Retainage
 - AIA G734-CMA, Certificate of Substantial Completion – 4 originals
 - AIA G706, Affidavit of Payment of Debts & Claims
 - AIA G706A, Affidavit of Release of Liens
 - AIA G707, Consent of Surety
- E. Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:
- Prime Contractor's Release of Liens
 - Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

- A. Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to

Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

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

6. FINAL CLEANING

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

1. Bid Package B Contractor(s) to provide all final cleaning and preparation of field and all contract work areas prior to substantial completion.
2. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for all aspects of construction shown on the plans.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks pavements.
5. Subbase course and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.
8. Excavating well hole to accommodate elevator-cylinder assembly.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for recording pre-excavation and earth moving progress.
2. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
3. Division 03 Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
4. Division 14 Section "Hydraulic Elevators" and "Hydraulic Freight Elevators" for excavating well hole to accommodate elevator-cylinder assembly.
5. Divisions 21, 22, 23, 26, 27, 28, and 33 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
6. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
7. Division 31 Section "Dewatering" for lowering and disposing of ground water during construction.
8. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
9. Division 31 Section "Drilled Concrete Piers and Shafts" for excavation of shafts and disposal of surplus excavated material.
10. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

11. Division 32 Section "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.
12. Division 33 Section "Sub-drainage".

- C. Delaware Department of Transportation (DelDOT) Standard Specifications.
- D. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.

1.4 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Geotextiles.
 2. Controlled low-strength material, including design mixture.
 3. Base Course aggregate
 4. Drainage Course aggregate.

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify Miss Utility (1-800-282-8555) for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- 1. All on-site borrow, subbase material, base course and drainage course shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters meeting Mirafi 140N or approved equal.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters meeting Mirafi 600X or approved equal.

2.3 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.
 - 6. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. All excavation shall be as shown on the plans and in accordance with the DelDOT Standard Specifications and the DNREC Sediment and Erosion Control Handbook.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.8 SUBGRADE INSPECTION

- A. Notify Architect/Engineer/Construction Manager when excavations have reached required subgrade.
- B. If Architect/Engineer/Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly as shown on the plans and in accordance with the DelDOT Specifications.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section Cast-in-Place Concrete.
- D. Backfill voids with satisfactory soil while removing shoring and bracing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.

3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place and compact fill as shown on the plans and in accordance with the DelDOT Standard Specifications.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.17 SUBSURFACE DRAINAGE

- A. Sub-drainage Pipe: Specified in Division 33 Section "Sub-drainage."
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade.

3.18 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place as shown on the plans and in accordance with the DelDOT Standard Specifications.

3.19 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.

3.20 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Cold milling of existing hot-mix asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt paving overlay.
5. Pavement-marking paint.

B. Related Sections:

1. Division 02 Section "Structure Demolition" for demolition, removal, and recycling of existing asphalt pavements, and for geotextiles that are not embedded within courses of asphalt paving.
2. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.
3. Division 32 Sections for other paving installed as part of crosswalks in asphalt pavement areas.
4. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants and fillers at paving terminations.

C. Delaware Department of Transportation (DelDOT) Standard Specifications.

D. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: See DelDOT Standard Specifications.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: For each job mix proposed for the Work.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Material Certificates: For each paving material, from manufacturer.
- D. Material Test Reports: For each paving material.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by DelDOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of DelDOT for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
- D. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of subgrade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: See DelDOT Standard Specifications
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: All aggregates for asphalt paving are in accordance with the DelDOT Standard Specifications.

2.2 ASPHALT MATERIALS

- A. All asphalt materials are in accordance with the DelDOT Standard Specifications.
- B.

2.3 AUXILIARY MATERIALS

- A. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- B. Joint Sealant: Per the DelDOT Standard Specifications.
- C. Pavement-Marking Paint: As shown on the project plans and in accordance with the DelDOT Standard Specifications.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by DelDOT and in accordance with the DelDOT Standard Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.

- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of 2 inches.
 - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 - 3. Control rate of milling to prevent tearing of existing asphalt course.
 - 4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
 - 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
 - 6. Transport milled hot-mix asphalt to asphalt recycling facility.
 - 7. Keep milled pavement surface free of loose material and dust.

3.3 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving in accordance with the DelDOT Standard Specifications.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Prime Coat: In accordance with the DelDOT Standard Specifications.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement in accordance with the DelDOT Standard Specifications.

3.5 PAVING GEOTEXTILE INSTALLATION

- A. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
 - 1. Protect paving geotextile from traffic and other damage and place hot-mix asphalt paving overlay the same day.

3.6 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted in accordance with the DelDOT Standard Specifications.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers in accordance with the DelDOT Standard Specifications.
- B. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- C. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- D. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the tolerances found in the DelDOT Standard Specifications.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the tolerances found in the DelDOT Standard Specifications.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for 14 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
 1. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

- C. In-Place Density: In accordance with the DelDOT Standard Specifications.

3.12 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an DNREC approved landfill.

END OF SECTION 32 12 16

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SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Walks.
 - 2. Concrete Pavement
 - 3. Concrete Pads
 - 4. Concrete Curb
- B. Related Sections:
 - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
- C. Delaware Department of Transportation (DelDOT) Standard Specifications.
- D. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Other Action Submittals:

1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

D. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.
8. Aggregates and sand materials.

E. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with the DelDOT Standard Specifications.

B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

C. Pre-installation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Quality control of concrete materials and concrete paving construction practices.
2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Concrete paving subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces in accordance with the DelDOT Standard Specifications.
- B. Form-Release Agent: In accordance with the DelDOT Standard Specifications

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from steel wire into flat sheets as shown on the plans and in accordance with the DelDOT Specifications.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - a. Portland Cement: Per the DelDOT Standard Specifications.
- B. Normal-Weight Aggregates: Per the DelDOT Standard Specifications.
- C. Water: Per the DelDOT Standard Specifications.
- D. Air-Entraining Admixture: Per the DelDOT Standard Specifications.

2.4 CURING MATERIALS: All curing shall be in accordance with the DelDOT Standard Specifications.

2.5 RELATED MATERIALS

- A. Joint Fillers: In accordance with the DelDOT Standard Specifications.

2.6 CONCRETE MIXTURES

- A. All concrete shall be Type “B” (3,000 PSI) in accordance with the DelDOT Standard Specifications.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete in accordance with the DelDOT Standard Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: In accordance with the DelDOT Standard Specifications.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
 - B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 2. Provide tie bars at sides of paving strips where indicated.
 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 1. Locate expansion joints at intervals of 50 feet for paving and 20 feet for sidewalks and curbing unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
 - D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness at 25-foot intervals for paving and 5-feet for sidewalks.
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.
 - E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.
- 3.6 CONCRETE PLACEMENT
- A. Placement of concrete shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.
- 3.7 FLOAT FINISHING
- A. Float finishing shall be in accordance with the DelDOT Standard Specifications.

3.8 CONCRETE PROTECTION AND CURING

- A. Concrete protection and curing shall be in accordance with the DelDOT Standard Specifications.

3.9 PAVING TOLERANCES

- A. Paving tolerances shall be in accordance with the DelDOT Standard Specifications.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: In accordance with the DelDOT Standard Specifications.
 - 2. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 3. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Concrete paving will be considered defective if it does not pass tests and inspections.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 33 41 00

STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Nonpressure transition couplings.
3. Pressure pipe couplings.
4. Expansion joints and deflection fittings.
5. Drains.
6. Encasement for piping.
7. Manholes.
8. Channel drainage systems.
9. Catch basins.
10. Stormwater inlets.
11. Stormwater detention structures.
12. Pipe outlets.
13. Stormwater disposal systems.
14. Stormwater Management Facilities
15. Sectional Track Perimeter Drain
16. Infield Edge Drains
17. Turf Field Underdrains

- B. Delaware Department of Transportation (DelDOT) Standard Specifications.

- C. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.

2. Catch basins: Include plans, elevations, sections, details, frames, covers, and grates.
3. Piping: Include manufacturer's certification for each pipe type.
4. Stormwater Management Facility Outlet Structures.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins according to manufacturer's written rigging instructions.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 1. Notify Architect/Engineer, Construction Manager and Owner no fewer than two days in advance of proposed interruption of service.

PART 2 - PRODUCTS

2.1 PIPING

- A. All storm drainage piping shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.2 MANHOLES

- A. All storm water manholes shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.3 CATCH BASINS

- A. All catch basins shall be as shown on the plans and in accordance with the DelDOT Standard specifications.

2.4 STORMWATER MANAGEMENT STRUCTURES

- A. All structures shall be as shown on the plans and in accordance with either the DelDOT Standard Specifications or the DNREC Erosion and Sediment Control Handbook.

2.5 SECTIONAL TRACK PERIMETER DRAIN

- A. Utilize ACO Sport System #4020 at track perimeter and Sport System #2000 at 'D' Areas, as manufactured by Sports Field Specialties, Delhi, N.Y. 13753, (607) 746-8911; Pro Channel Drain #SE426 at track perimeter and 'XT' slot drain at 'D' Areas as manufactured by Sports Edge, ABT, Inc., Troutman, N.C. (800) 334-6057; or approved equivalent. Drain shall be furnished with eight (8) catch basins with removable trash buckets.
- B. Drain shall be connected at the 8 catch basin locations to the field's collector drainage system, as shown on plans and detailed.
- C. Provide manufacturer's descriptive information for these products for approval as well installation instructions and procedures.

2.6 "HYDROBLOX" INFIELD EDGE DRAINS

- A. Hydroblox is a prefabricated thermoplastic non-clogging drainage plank approximately 2"x 9"x 40" long, installed in a single line a 4-5" wide trench that is cut with hand trenching equipment.
- B. Provide the hydroblox where shown and detailed at the circular edge of skinned infields starting at the center of the skinned area, and sloping at no less than 0.50% toward either side of the infield to discharge points a shown on plans. The initial high point of the trench should be cut to a level that the top of the hydroblox plank is positioned at or slightly below the level of the subgrade at the circular edge of the infield.
- C. Upon completion of trenching and installation of the Hydroblox, backfill and clean excess soil from trenches, ready for seeding.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, non-pressure drainage piping according to DelDOT Standard Specifications.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated in accordance with the DelDOT Standard Specifications.

3.5 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated in accordance with the DelDOT Standard Specifications.

3.6 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.
- B. Abandoned Manholes and Structures: Excavate around manholes and structures as required and use one procedure below:
 - 1. Remove manhole or structure and close open ends of remaining piping.
- C. Backfill to grade according to Division 31 Section "Earth Moving."

3.7 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

3.8 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

NEW CASTLE COUNTY VOCATIONAL –
TECHNICAL SCHOOL DISTRICT

PAUL M. HODGSON VOCATIONAL
TECHNICAL HIGH SCHOOL

END OF SECTION 33 41 00