SECTION 00 01 01

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
ARPA CONTRACT #18396-4A

SPECIFICATIONS
FOR

NEW DELAWARE HOME
FOR THE CHRONICALLY ILL
100 SUNNYSIDE ROAD
SMYRNA, DELAWARE 19977

VOLUME I

BID PACK 4A

PREPARED
BY

DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DE 19963

HORD COPLAN MACHT, INC.
700 E. PRATT ST., SUITE 1200
BALTIMORE, MD 21202

BALA CONSULTING ENGINEERS
443 SOUTH GULPH ROAD
KING OF PRUSSIA, PA 19406

CORSI ASSOCIATES
920 GREENBRIAR LANE
SPRINGFIELD, PA 19064

BID SET

SEPTEMBER 2025

DBF #0586B044.A01

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SECTION 00 01 10

TABLE OF CONTENTS

A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

VOLUME 1

DIVISION 00 PROCUREMENT AND CONTRACT REQUIREMENTS

Section

……..INTRODUCTORY INFORMATION
00 01 01 Project Title Page
00 01 10 Table of Contents
00 01 15 List of Drawing Sheets

……..PROCUREMENT REQUIREMENTS
00 11 16 Invitation to Bid
--- Bonfire Vendor Notification
00 21 13 Instructions to Bidders
00 31 13 Preliminary Schedules
00 41 13 Bid Form
--- Bid Form – Affidavit of Contractor Qualifications
--- Bid Form – Non-Collusion Statement
--- Bid Form – Affidavit of Employee Drug Testing Program
00 43 13 Bid Bond

……..CONTRACTING REQUIREMENTS
00 52 13 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, (Sample AIA A132 - 2019)
--- Document A132 – 2019 Exhibit A, Insurance and Bonds (Sample)
00 54 13 Supplement to Agreement Between Owner and Contractor (AIA A101-2017)
00 54 14 Supplement to A132 - 2019 – Exhibit A, Insurance and Bonds
00 61 13.13 Performance Bond
00 61 13.16 Payment Bond
00 62 76 Application and Certificate for Payment Form (AIA G732 - 2019)
00 63 73 Allowance Access Authorization Form
00 72 13 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, (Sample AIA A232-2019)
00 73 13 Supplementary General Conditions – AIA A232-2019
00 73 43 Wage Rate Requirements
00 73 46 Wage Determination Schedule
00 81 13 General Requirements
00 81 14 Employee Drug Testing Forms (Sample Drug Testing Forms)
00 81 15 Affidavit of Craft Training Compliance

NOT FOR BIDDING PURPOSES

DIVISION 01 **GENERAL REQUIREMENTS**

Section

01 11 00 Summary of Work
01 12 00 Multiple Contract Summary
01 14 00 Work Restrictions
01 21 00 Allowances
01 23 00 Alternates
01 25 00 Substitution Procedures
01 26 00 Contract Modification Procedures
01 29 00 Payment Procedures
01 31 00 Project Management and Coordination
01 31 19 Project Meetings
01 32 00 Construction Progress Documentation
01 32 33 Photographic Documentation
01 33 00 Submittal Procedures
01 33 23 Shop Drawings, Product Data and Samples
01 35 23 Safety & Health Manual
01 35 43 Environmental Procedures
01 37 00 BIM Coordination Specifications
01 40 00 Quality Requirements
01 50 00 Temporary Facilities and Controls
01 60 00 Product Requirements
01 66 00 Product Storage and Handling Requirements
01 73 00 Execution
01 73 29 Cutting and Patching
01 74 19 Construction Waste Management and Disposal
01 75 00 Starting and Adjusting
01 77 00 Closeout Procedures
01 78 23 Operation and Maintenance Data
01 78 39 Project Record Documentation
01 79 00 Demonstration and Training

VOLUME 2

DIVISION 02 **EXISTING CONDITIONS**

Section

02 41 16 Structural Demolition

DIVISION 03 **CONCRETE**

Section

03 20 00 Concrete Reinforcing
03 30 00 Cast-in-Place Concrete
03 54 16 Hydraulic Cement Underlayment

DIVISION 04 **MASONRY**

Section

04 20 00 Unit Masonry
04 22 00 Concrete Unit Masonry

DIVISION 05 **METALS**

Section

05 12 00 Structural Steel Framing

NOT FOR BIDDING PURPOSES

05 21 00 Steel Joist Framing
05 31 00 Steel Decking
05 40 00 Cold-Formed Metal Framing
05 50 00 Metal Fabrications
05 51 13 Metal Pan Stairs
05 52 13 Pipe and Tube Railings
05 70 00 Decorative Metal Panels

DIVISION 06 **WOODS, PLASTICS, AND COMPOSITES**

Section
06 10 53 Miscellaneous Rough Carpentry
06 16 00 Sheathing
06 41 16 Plastic-Laminate-Faced Architectural Cabinets

DIVISION 07 **THERMAL AND MOISTURE PROTECTION**

Section
07 05 43 Rain Screen Attachment System
07 13 26 Self-Adhering Sheet Waterproofing
07 17 00 Bentonite Waterproofing
07 21 00 Thermal Insulation
07 27 26 Fluid-Applied Membrane Air Barriers
07 46 46 Fiber-Cement Siding
07 54 23 Thermoplastic Polyolefin (TPO) Roofing
07 62 00 Sheet Metal Flashing and Trim
07 71 29 Manufactured Roof Expansion Joints
07 72 00 Roof Accessories
07 81 00 Applied Fireproofing
07 84 13 Penetration Fireproofing
07 84 46 Fire-Resistant Joint Systems
07 92 00 Joint Sealants
07 92 19 Acoustical Joint Sealants
07 95 00 Expansion Control

DIVISION 08 **OPENINGS**

Section
08 11 13 Hollow Metal Doors and Frames
08 14 16 Flush Wood Doors
08 31 13 Access Doors and Frames
08 33 23 Overhead Coiling Doors
08 41 13 Aluminum-Framed Entrances and Storefronts
08 44 13 Glazed Aluminum Curtain Wall
08 71 00 Door Hardware
08 80 00 Glazing
08 91 19 Fixed Louvers

DIVISION 09 **FINISHES**

Section
09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 30 13 Ceramic Tiling
09 51 13 Acoustical Panel Ceilings
09 65 10 Resilient Flooring and Accessories
09 67 23 Resinous Flooring
09 68 10 Carpeting

NOT FOR BIDDING PURPOSES

09 91 13 Exterior Painting
09 91 23 Interior Painting

DIVISION 10 SPECIALTIES
Section
10 21 13.19 Plastic Toilet Compartments
10 21 23 Cubicle Curtains and Track
10 26 00 Wall and Door Protection
10 28 00 Toilet, Bath, and Laundry Accessories
10 44 13 Fire Protection cabinets
10 44 16 Fire Extinguishers
10 51 19 Lockers
10 75 16 Ground-Set Flagpoles

DIVISION 11 EQUIPMENT
Section
11 11 36 Electric Vehicle Charging Equipment - Level 2
11 13 13 Loading Dock Bumpers
11 13 19 Stationary Loading Dock Equipment
11 40 00 Food Service
11 52 13 Projection Screens

DIVISION 12 FURNISHINGS
Section
12 24 13 Roller Window Shades
12 36 23.13 Plastic-Laminate-Clad Countertops
12 36 61 Simulated Stone Countertops

DIVISION 13 SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 CONVEYING EQUIPMENT
Section
14 24 00 Hydraulic Elevators

VOLUME 3

DIVISION 21 FIRE SUPPRESSION
Section
21 00 00 General Requirements for Fire Protection
21 00 05 Coordination Drawing Requirements for Fire Protection
21 05 17 Sleeves and Sleeve Seals for Fire Suppression Piping
21 13 13 Fire Protection Piping Systems
21 29 33 Controllers for Fire Pump Drivers
21 31 13 Fire Protection Fire Pump Systems

DIVISION 22 PLUMBING
Section
22 00 00 General Requirements for Plumbing
22 00 05 Coordination Drawings Requirements for Plumbing Piping
22 05 16 Expansion Fittings and Loops for Plumbing Piping
22 05 17 Sleeves and Sleeve Seals for Plumbing Piping
22 05 19 Meters and Gages for Plumbing Piping
22 05 23 Valves and Specialties for Plumbing Piping

NOT FOR BIDDING PURPOSES

22 05 29 Hangers and Supports for Plumbing Piping and Equipment
22 05 48 Vibration Controls for Plumbing Piping and Equipment
22 05 53 Identification for Plumbing Piping and Equipment
22 07 19 Plumbing Piping Insulation
22 11 16 Domestic Water Piping
22 11 23 Natural Gas Piping
22 13 16 Sanitary Waste and Vent Piping
22 14 13 Storm Drainage Piping
22 41 00 Plumbing Fixtures

DIVISION 23 **MECHANICAL**

Section

23 00 00 General Requirements for HVAC
23 00 05 Coordination Drawing requirements for HVAC
23 05 13 Common Motor Requirements for HVAC Equipment
23 05 17 Sleeves and sleeve Seals for HVAC Piping
23 05 18 Escutcheons for HVAC Piping
23 05 29 Hangers and Supports for HVAC Piping and Equipment
23 05 48 Vibration Control for HVAC
23 05 53 Identification for HVAC Piping and Equipment
23 05 93 Testing, Adjusting, and Balancing for HVAC
23 07 13 Duct Insulation
23 07 19 HVAC Piping Insulation
23 09 10 Instrumentation and Control Equipment
23 09 10.14 Flow Instruments
23 09 10.16 Gas Instruments
23 09 10.17 Level Instruments
23 09 23 Direct Digital Control (DDC) System for HVAC
23 09 93.11 Sequence of Operations for HVAC DDC
23 23 00 Refrigerant Piping
23 31 13 Metal Ducts
23 33 00 Air Duct Accessories
23 34 16 Centrifugal HVAC fans
23 34 23 HVAC Power Ventilators
23 37 13 Grilles, Registers and Diffusers
23 37 23 HVAC Gravity Ventilators
23 51 13.16 Vent Dampers
23 51 23 Gas Vents
23 74 13 Packaged Rooftop Unit
23 74 33 Dedicated Outdoor Air Units
23 81 29 Variable Refrigerant Flow HVAC System
23 82 39.13 Cabinet Unit Heaters
23 82 39.19 Wall and Ceiling Unit Heaters

DIVISION 25 **INTEGRATED AUTOMATION (NOT USED)**

DIVISION 26 **ELECTRICAL**

Section

26 00 00 General Requirements Electrical
26 00 05 Coordination Drawing Requirements for Electrical
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 26 Grounding and Bonding for Electrical Systems
26 05 29 Hangers and Supports for Electrical Systems

NOT FOR BIDDING PURPOSES

26 05 33.13 Conduits for Electrical Systems
26 05 33.16 Boxes and Covers for Electrical Systems
26 05 43 Underground Ducts and Raceways for Electrical Systems
26 05 44 Sleeves and Sleeve Seals for Electrical Raceways and Cabling
26 05 53 Identification for Electrical Systems
26 05 73.13 Short-Circuit Studies
26 05 73.16 Coordination Studies
26 05 73.19 Arc-Flash Hazard Analysis
26 09 23 Lighting Control Devices
26 22 13 Low-Voltage Distribution Transformers
26 24 13 Switchboards
26 24 16 Panelboards
26 27 16 Electrical Cabinets and Enclosures
26 27 19 Multi-Outlet Assemblies
26 27 26 Wiring Devices
26 27 26.11 General-Use Switches, Dimmer Switches, and Fan-Speed Controller Switches
26 27 26.31 General-Grade Single Straight-Blade Receptacles
26 27 26.33 General-Grade Duplex Straight-Blade Receptacles
26 27 26.35 Hospital-Grade Straight-Blade Receptacles
26 27 26.37 Receptacles with Ground-Fault Protective Devices
26 27 26.39 Locking Receptacles
26 32 13.13 Diesel-Engine-Driven Generator Sets
26 36 00 Transfer Switches
26 41 13 Lightning Protection for Structures
26 43 13 Surge Protective Devices for Low-Voltage Electrical Power Circuits
26 50 00 Lighting
26 52 13 Emergency and Exit Lighting

DIVISION 27 COMMUNICATIONS
Section
27 00 00 General Requirements for Telecommunications
27 05 00 Common Work Elements for Communications Systems
27 11 00 Network Communications Systems
27 21 00 Two Way Communications System
27 41 00 Audiovisual Systems
27 52 23 Nurse Call Code Blue Systems

DIVISION 28 ELECTRONIC SAFETY AND SECURITY
Section
28 05 00 Common Work Elements for Electronic Safety and Security
28 13 00 Access Control
28 20 00 Security Communication System
28 23 00 Video Surveillance System
28 46 21.11 Addressable Fire Alarm

DIVISION 31 EARTHWORK
Section
31 00 00 Earthwork
31 05 13 Soils for Earthwork
31 05 16 Aggregates for Earthwork
31 05 19.13 Geotextiles for Earthwork
31 10 00 Site Clearing
31 11 00 Clearing and Grubbing

NOT FOR BIDDING PURPOSES

31 23 00 Excavation and Backfill for Pipelines and Structures
31 23 16 Excavation
31 23 16.13 Trenching
31 23 23 Fill
31 25 00 Erosion & Sediment Control
31 31 16 Termite Control
31 32 00 Soil Stabilization
31 50 00 Excavation Support and Protection

DIVISION 32 EXTERIOR IMPROVEMENTS

Section

32 11 26 Bituminous Stabilized Base Courses
32 11 36 Concrete Base Courses
32 12 16 Asphalt Paving
32 13 13 Concrete Paving
32 13 73 Concrete Paving Joint Sealants
32 17 23 Pavement Markings
32 13 16 Decorative Concrete Paving
32 31 19 Decorative Metal Fences
32 33 00 Site Furnishings
32 84 00 Planting Irrigation
32 91 13 Soil Preparation
32 92 00 Lawns
32 93 00 Planting

DIVISION 33 UTILITIES

Section

33 05 05.36 Vacuum Testing
33 05 63 Concrete Vaults and Chambers
33 10 00 Water Utilities
33 31 11 Public Sanitary Sewerage Gravity Piping
33 40 00 Storm Drainage Utilities
33 46 11 Stormwater Ponds

DIVISION 46 WATER AND WASTEWATER EQUIPMENT (Not Used)

Section

END OF TABLE OF CONTENTS

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 01 15

LIST OF DRAWING SHEETS

NOT FOR BIDDING PURPOSES

General

CS-01	COVER SHEET VOLUME 1 OF 2
G-002	SHEET INDEX
G-003	GENERAL PROJECT INFO
G-004	BUILDING CODE SUMMARY
G-101	LIFE SAFETY PLAN - LEVEL 1
G-102	LIFE SAFETY PLAN - LEVEL 2
G-103	LIFE SAFETY PLAN - LEVEL 3

Civil

C-001	MASTER TITLE SHEET - C-001
C-002	PROJECT NOTES - C-002
C-003	CONSTRUCTION NOTES - C-003
C-004	CONSTRUCTION LEGEND - C-004
C-100	SITE PLAN - TITLE SHEET - C-100
C-101	PROJECT SITE DATA - C-101
C-102	PROJECT NOTES - C-102
C-103	BOUNDARY & BASEMENT PLAT - OVERVIEW - C-103
C-104	BOUNDARY & EASEMENT PLAT - PLAN VIEW - C-104
C-105	BOUNDARY & EASEMENT PLAT - PLAN VIEW - C-105
C-106	EXISTING CONDITION AND DEMOLITION PLAN - OVERVIEW - C-106
C-107	EXISTING CONDITION AND DEMOLITION PLAN - PLAN VIEW- C-107
C-108	EXISTING CONDITION AND DEMOLITION PLAN - PLAN VIEW- C-108
C-109	SITE PLAN - OVERVIEW - C-109
C-110	SITE PLAN - PLAN VIEW- C-110
C-111	SITE PLAN - PLAN VIEW- C-111
C-112	SIGNING AND STRIPING PLAN - OVERVIEW- C-112
C-113	SIGNING AND STRIPING PLAN - PLAN VIEW- C-113
C-114	SIGNING AND STRIPING PLAN - PLAN VIEW- C-114

C-201	CONSTRUCTION DETAILS C-201
C-202	CONSTRUCTION DETAILS - C-202
C-203	STORM PROFILES AND SCHEDULES
C-204	STORM PROFILES AND SCHEDULES
C-205	COURTYARD STORMDRAIN PLAN
C-301	GRADING PLAN - OVERVIEW C-301
C-302	GRADING PLAN - PLAN VIEW C-302
C-303	GRADING PLAN - PLAN VIEW C-303
C-304	GRADING PLAN - PLAN VIEW C-304
C-305	GRADING PLAN - PLAN VIEW C-305
C-306	GRADING PLAN - PLAN VIEW C-306
C-307	GRADING PLAN - PLAN VIEW C-307
C-308	GRADING PLAN - PLAN VIEW C-308
C-309	GRADING PLAN - PLAN VIEW C-309
C-310	GRADING PLAN - PLAN VIEW C-310
C-311	GRADING PLAN - PLAN VIEW C-311
C-312	GRADING PLAN - PLAN VIEW C-312
C-313	GRADING PLAN - PLAN VIEW C-313
C-314	GRADING PLAN - PLAN VIEW C-314
C-315	GRADING PLAN - PLAN VIEW C-315
C-316	GRADING PLAN - PLAN VIEW C-316
C-401	SEDIMENT AND STORMWATER MANAGEMENT TITLE SHEET C-401
C-402	PRE-CONSTRUCTION SEDIMENT AND STORMWATER PLAN - OVERVIEW C-402
C-403	PRE-CONSTRUCTION SEDIMENT AND STORM WATER PLAN - PLAN VIEW C-403
C-404	PRE-CONSTRUCTION SEDIMENT AND STORM WATER PLAN - PLAN VIEW C-404
C-405	SEDIMENT AND STORMWATER CONSTRUCTION PLAN - OVERVIEW C-405
C-406	SEDIMENT AND STORMWATER CONSTRUCTION PLAN - PLAN VIEW C-406
C-407	SEDIMENT AND STORMWATER CONSTRUCTION PLAN C-407
C-408	POST CONSTRUCTION SEDIMENT AND STORMWATER PLAN - C-408
C-409	POST CONSTRUCTION SEDIMENT AND STORMWATER PLAN - C-409
C-410	POST CONSTRUCTION SEDIMENT AND STORMWATER PLAN - C-410

NOT FOR BIDDING PURPOSES

C-411 POST CONSTRUCTION SEDIMENT AND STORMWATER PLAN - C-411
C-412 POST CONSTRUCTION SEDIMENT AND STORMWATER PLAN - C-412
C-413 CONSTRUCTION SITE DETAILS AND NOTES C-413
C-414 CONSTRUCTION SITE DETAILS AND NOTES C-414
C-415 CONSTRUCTION SITE DETAILS AND NOTES C-415
C-416 CONSTRUCTION SITE DETAILS AND NOTES C-416
C-417 CONSTRUCTION SITE DETAILS AND NOTES C-417
C-418 CONSTRUCTION SITE DETAILS AND NOTES C-418
C-501 OVERALL UTILITY PLAN C-501
C-502 UTILITY PLAN C-502
C-503 UTILITY PLAN C-503
C-504 UTILITY DETAILS C-504
C-505 UTILITY DETAILS C-505
C-506 UTILITY DETAILS C-506
C-507 WATER PROFILES C-507
C-508 SEWER PROFILES C-508

Landscape

L-010 SITE KEY PLAN
L-200 SITE MATERIALS PLAN
L-201 SITE MATERIALS PLAN
L-202 SITE MATERIALS PLAN
L-220 GRADING PLAN
L-300 SITE DETAILS
L-301 SITE DETAILS
L-302 SITE DETAILS
L-303 SITE DETAILS
L-410 PLANTING PLAN
L-411 PLANTING PLAN
L-412 PLANTING PLAN
L-413 PLANTING PLAN
L-414 PLANTING PLAN
L-420 PLANTING DETAILS

NOT FOR BIDDING PURPOSES

Structural

S-001	STRUCTURAL NOTES, ABBREVIATIONS, SYMBOLS AND SCHEDULES
S-002	STRUCTURAL NOTES AND SCHEDULES
S-101	OVERALL FOUNDATION PLAN
S-101A	LEVEL 1 PARTIAL FOUNDATION PLAN - AREA A
S-101B	LEVEL 1 PARTIAL FOUNDATION PLAN - AREA B
S-101C	LEVEL 1 PARTIAL FOUNDATION PLAN - AREA C
S-102	LEVEL 2 OVERALL FRAMING PLAN
S-102A	LEVEL 2 PARTIAL FRAMING PLAN - AREA A
S-102B	LEVEL 2 PARTIAL FRAMING PLAN - AREA B
S-102C	LEVEL 2 PARTIAL FRAMING PLAN - AREA C
S-103	LEVEL 3 OVERALL FRAMING PLAN
S-103A	LEVEL 3 PARTIAL FRAMING PLAN - AREA A
S-103B	LEVEL 3 PARTIAL FRAMING PLAN - AREA B
S-103C	LEVEL 3 PARTIAL FRAMING PLAN - AREA C
S-104	ROOF OVERALL FRAMING PLAN
S-104A	ROOF PARTIAL FRAMING PLAN - AREA A
S-104B	ROOF PARTIAL FRAMING PLAN - AREA B
S-104C	ROOF PARTIAL FRAMING PLAN - AREA C
S-201	FOUNDATION TYPICAL DETAILS
S-202	FRAMING TYPICAL DETAILS
S-203	FRAMING TYPICAL DETAILS
S-204	MASONRY TYPICAL DETAILS
S-301	FOUNDATION SECTIONS
S-401	FRAMING SECTIONS
S-402	FRAMING SECTIONS
S-403	FRAMING SECTIONS
S-501	BRACED FRAME SECTIONS AND DETAILS
S-502	BRACED FRAME SECTIONS AND DETAILS

Architectural Geometry Plan

AG101	GEOMETRY PLAN - LEVEL 1
AG102	GEOMETRY PLAN - LEVEL 2
AG103	GEOMETRY PLAN - LEVEL 3

NOT FOR BIDDING PURPOSES

Architectural

A-010	INTERIOR PARTITION ASSEMBLIES
A-020	EXTERIOR PARTITIONS & ASSEMBLY TYPES
A-030	TYPICAL ASSEMBLY DETAILS
A-101	FLOOR PLAN - LEVEL ONE
A-101a	PARTIAL FLOOR PLAN - LEVEL ONE - AREA A
A-101b	PARTIAL FLOOR PLAN - LEVEL ONE - AREA B
A-101c	PARTIAL FLOOR PLAN - LEVEL ONE - AREA C
A-102	FLOOR PLAN - LEVEL TWO
A-102a	PARTIAL FLOOR PLAN - LEVEL TWO - AREA A
A-102b	PARTIAL FLOOR PLAN - LEVEL TWO - AREA B
A-102c	PARTIAL FLOOR PLAN - LEVEL TWO - AREA C
A-103	FLOOR PLAN - LEVEL THREE
A-103a	PARTIAL FLOOR PLAN - LEVEL THREE - AREA A
A-103b	PARTIAL FLOOR PLAN - LEVEL THREE - AREA B
A-103c	PARTIAL FLOOR PLAN - LEVEL THREE - AREA C
A-109	ROOF PLAN
A-111	CEILING PLAN - LEVEL ONE
A-111a	PARTIAL CEILING PLAN - LEVEL ONE - AREA A
A-111b	PARTIAL CEILING PLAN - LEVEL ONE - AREA B
A-111c	PARTIAL CEILING PLAN - LEVEL ONE - AREA C
A-112	CEILING PLAN - LEVEL TWO
A-112a	PARTIAL CEILING PLAN - LEVEL TWO - AREA A
A-112b	PARTIAL CEILING PLAN - LEVEL TWO - AREA B
A-112c	PARTIAL CEILING PLAN - LEVEL TWO - AREA C
A-113	CEILING PLAN - LEVEL THREE
A-113a	PARTIAL CEILING PLAN - LEVEL THREE - AREA A
A-113b	PARTIAL CEILING PLAN - LEVEL THREE - AREA B
A-113c	PARTIAL CEILING PLAN - LEVEL THREE - AREA C
A-151	FLOOR FINISH PLAN - LEVEL ONE
A-151a	PARTIAL FLOOR FINISH PLAN - LEVEL ONE - AREA A
A-151b	PARTIAL FLOOR FINISH PLAN - LEVEL ONE - AREA B
A-151c	PARTIAL FLOOR FINISH PLAN - LEVEL ONE - AREA C
A-152	FLOOR FINISH PLAN - LEVEL TWO

NOT FOR BIDDING PURPOSES

A-152a	PARTIAL FLOOR FINISH PLAN - LEVEL TWO - AREA A
A-152b	PARTIAL FLOOR FINISH PLAN - LEVEL TWO - AREA B
A-152c	PARTIAL FLOOR FINISH PLAN - LEVEL TWO - AREA C
A-153	FLOOR FINISH PLAN - LEVEL THREE
A-153a	PARTIAL FLOOR FINISH PLAN - LEVEL THREE - AREA A
A-153b	PARTIAL FLOOR FINISH PLAN - LEVEL THREE - AREA B
A-153c	PARTIAL FLOOR FINISH PLAN - LEVEL THREE - AREA C
A-161	WALL FINISH PLAN - LEVEL ONE
A-161a	PARTIAL WALL FINISH PLAN - LEVEL ONE - AREA A
A-161b	PARTIAL WALL FINISH PLAN - LEVEL ONE - AREA B
A-161c	PARTIAL WALL FINISH PLAN - LEVEL ONE - AREA C
A-162	WALL FINISH PLAN - LEVEL TWO
A-162a	PARTIAL WALL FINISH PLAN - LEVEL TWO - AREA A
A-162b	PARTIAL WALL FINISH PLAN - LEVEL TWO - AREA B
A-162c	PARTIAL WALL FINISH PLAN - LEVEL TWO - AREA C
A-163	WALL FINISH PLAN - LEVEL THREE
A-163a	PARTIAL WALL FINISH PLAN - LEVEL THREE - AREA A
A-163b	PARTIAL WALL FINISH PLAN - LEVEL THREE - AREA B
A-163c	PARTIAL WALL FINISH PLAN - LEVEL THREE - AREA C
A-171	FURNITURE PLAN - LEVEL ONE
A-171a	PARTIAL FURNITURE PLAN - LEVEL ONE - AREA A
A-171b	PARTIAL FURNITURE PLAN - LEVEL ONE - AREA B
A-171c	PARTIAL FURNITURE PLAN - LEVEL ONE - AREA C
A-172	FURNITURE PLAN - LEVEL TWO
A-172a	PARTIAL FURNITURE PLAN - LEVEL TWO - AREA A
A-172b	PARTIAL FURNITURE PLAN - LEVEL TWO - AREA B
A-172c	PARTIAL FURNITURE PLAN - LEVEL TWO - AREA C
A-173	FURNITURE PLAN - LEVEL THREE
A-173a	PARTIAL FURNITURE PLAN - LEVEL THREE - AREA A
A-173b	PARTIAL FURNITURE PLAN - LEVEL THREE - AREA B
A-173c	PARTIAL FURNITURE PLAN - LEVEL THREE - AREA C
A-200	OVERALL EXTERIOR ELEVATIONS
A-201	ENLARGED ELEVATIONS
A-202	ENLARGED ELEVATIONS

NOT FOR BIDDING PURPOSES

A-203	ENLARGED ELEVATIONS
A-204	PANEL PATTERN ELEVATIONS - AREA A
A-205	PANEL PATTERN ELEVATIONS - AREA B
A-206	PANEL PATTERN ELEVATIONS - AREA C
A-301	BUILDING SECTIONS
A-310	WALL SECTIONS
A-311	WALL SECTIONS
A-312	WALL SECTIONS
A-313	WALL SECTIONS
A-321	VERTICAL CIRCULATION - STAIR PLANS, SECTIONS
A-322	VERTICAL CIRCULATION - STAIR PLANS, SECTIONS
A-323	STAIR DETAILS
A-324	VERTICAL CIRCULATION - ELEVATOR PLANS, SECTIONS & DETAILS - PUBLIC
A-325	VERTICAL CIRCULATION - ELEVATOR PLANS, SERVICE ELEVATOR
A-401	ENLARGED UNIT PLAN - DOUBLE RESIDENCE
A-402	ENLARGED UNIT PLAN - SINGLE RESIDENCE
A-403	ENLARGED UNIT PLAN - BARIATRIC RESIDENCE
A-411	ENLARGED TOILET PLANS AND ELEVATIONS - WING TYPICALS
A-412	ENLARGED TOILET ROOM PLANS - LEVEL 1 AREA B OFFICE WING
A-413	ENLARGED TOILET ROOM PLANS - AREA C
A-420	INTERIOR ENLARGED PLANS AND ELEVATIONS - SHARED SPACES
A-421	INTERIOR ENLARGED PLANS AND ELEVATIONS - SHARED SPACES
A-422	INTERIOR ENLARGED PLANS AND ELEVATIONS - SHARED SPACES
A-423	INTERIOR ENLARGED PLANS AND ELEVATIONS - SHARED SPACES
A-424	INTERIOR ENLARGED PLANS AND ELEVATIONS - SHARED SPACES
A-425	INTERIOR ENLARGED PLANS AND ELEVATIONS - NEIGHBORHOODS
A-426	INTERIOR ENLARGED PLANS AND ELEVATIONS - ADMIN
A-427	INTERIOR ENLARGED PLANS AND ELEVATIONS
A-501	EXTERIOR PLAN DETAILS
A-502	EXTERIOR PLAN DETAILS
A-505	EXTERIOR SECTION DETAILS
A-506	EXTERIOR SECTION DETAILS
A-507	EXTERIOR SECTION DETAILS

NOT FOR BIDDING PURPOSES

A-508	ENTRY CANOPY SECTIONS AND DETAILS
A-509	CONNECTOR CANOPY SECTIONS AND DETAILS
A-510	EXPANSION JOINT DETAILS
A-511	INTERIOR DETAILS
A-521	CEILING DETAILS
A-533	TYP. INTERIOR DETAILS - FLOOR DETAILS
A-534	TYP. INTERIOR DETAILS - WALL DETAILS
A-540	ROOF DETAILS
A-542	MILLWORK DETAILS - RECEPTION DESK
A-543	MILLWORK DETAILS - NURSE STATION
A-544	MILLWORK DETAILS - LIVING ROOM
A-545	MILLWORK DETAILS
A-546	MILLWORK DETAILS
A-547	CASEWORK DETAILS
A-548	CASEWORK DETAILS
A-551	STOREFRONT AND WINDOW DETAILS
A-561	AIR SEALING DETAILS
A-600	DOOR SCHEDULE
A-601	DOOR SCHEDULE
A-602	DOOR SCHEDULE
A-603	DOOR SCHEDULE
A-610	EXTERIOR WINDOW & STOREFRONT TYPES
A-612	INTERIOR STOREFRONT SCHEDULE AND DETAILS
A-620	FINISH MATERIAL LEGEND
A-621	ROOM FINISH SCHEDULE - LEVEL ONE
A-622	ROOM FINISH SCHEDULE - LEVEL TWO
A-623	ROOM FINISH SCHEDULE - LEVEL THREE

Signage

SG-101	SIGN LOCATION PLAN - LEVEL 1
SG-102	SIGN LOCATION PLAN - LEVEL 2
SG-103	SIGN LOCATION PLAN - LEVEL 3
SG-104	SIGN LOCATION PLAN - ROOF
SG-201	TYPICAL ROOM SIGNS

NOT FOR BIDDING PURPOSES

SG-202 WAYFINDING SIGNAGE
SG-204 WAYFINDING SIGNAGE
SG-301 MESSAGE SCHEDULES
SG-301.1 LEVEL 1 MESSAGE SCHEDULES
SG-302 LEVEL 2 MESSAGE SCHEDULES
SG-302.1 LEVEL 2 MESSAGE SCHEDULES
SG-303 LEVEL 3 MESSAGE SCHEDULES
SG-303.1 LEVEL 3 MESSAGE SCHEDULES
SG-304 ROOF MESSAGE SCHEDULES

Equipment

FS-100 FOOD SERVICE EQUIPMENT PLAN - LEVEL 1 PRODUCTION KITCHEN
FS-101 FOOD SERVICE EQUIPMENT SCHEDULE - LEVEL 1 PRODUCTION KITCHEN
FS-102 FOOD SERVICE ELECTRICAL PLAN - LEVEL 1 PRODUCTION KITCHEN
FS-103 FOOD SERVICE PLUMBING PLAN - LEVEL 1 PRODUCTION KITCHEN
FS-104 FOOD SERVICE UTILITY SCHEDULES - LEVEL 1 PRODUCTION KITCHEN
FS-105 FOOD SERVICE MECHANICAL PLAN & SCHEDULE - LEVEL 1 PRODUCTION KITCHEN
FS-106 FOOD SERVICE SPECIAL CONDITIONS PLAN - LEVEL 1 PRODUCTION KITCHEN
FS-107 FOOD SERVICE HOODS -LEVEL 1 PRODUCTION KITCHEN
FS-200 FOOD SERVICE EQUIPMENT PLAN - LEVEL 1 COUNTRY KITCHEN WITH BACK PANTRY
FS-201 FOOD SERVICE EQUIPMENT SCHEDULE - LEVEL 1 COUNTRY KITCHEN WITH BACK PANTRY
FS-202 FOOD SERVICE PLUMBING PLAN & SCHEDULE - LEVEL 1 COUNTRY KITCHEN WITH BACK PANTRY
FS-300 FOOD SERVICE EQUIPMENT PLAN - LEVEL 2 CANTEEN
FS-301 FOOD SERVICE SCHEDULE - LEVEL 2 CANTEEN
FS-302 PLAN - LEVEL 2 CANTEEN
FS-303 PLAN - LEVEL 2 CANTEEN
FS-304 PLUMBING SCHEDULES -LEVEL 2 CANTEEN
FS-400 FOOD SERVICE EQUIPMENT PLAN - LEVEL 2 COUNTRY KITCHENS WITH BACK PANTRIES

NOT FOR BIDDING PURPOSES

FS-401	FOOD SERVICE EQUIPMENT SCHEDULES - LEVEL 2 COUNTRY KITCHENS WITH BACK PANTRIES
FS-402	PLAN & SCHEDULE - LEVEL 2 COUNTRY KITCHENS WITH BACK PANTRIES
FS-403	PLAN & SCHEDULE - LEVEL 2 COUNTRY KITCHENS WITH BACK PANTRIES
FS-500	FOOD SERVICE EQUIPMENT PLAN - LEVEL 3 COUNTRY KITCHENS WITH BACK PANTRIES
FS-501	FOOD SERVICE EQUIPMENT SCHEDULES - LEVEL 3 COUNTRY KITCHENS WITH BACK PANTRIES
FS-502	PLAN & SCHEDULE - LEVEL 3 COUNTRY KITCHENS WITH BACK PANTRIES
FS-503	PLAN & SCHEDULE - LEVEL 3 COUNTRY KITCHENS WITH BACK PANTRIES
LS-100	LAUNDRY SERVICE EQUIPMENT PLAN - LEVEL 1 PRODUCTION LAUNDRY
LS-101	LAUNDRY SERVICE EQUIPMENT SCHEDULE - LEVEL 1 PRODUCTION LAUNDRY
LS-102	LAUNDRY SERVICE PLUMBING PLAN & SCHEDULE - LEVEL 1 PRODUCTION LAUNDRY
LS-103	LAUNDRY SERVICE MECHANICAL PLAN & SCHEDULE - LEVEL 1 PRODUCTION LAUNDRY
LS-104	LAUNDRY SERVICE SPECIAL CONDITIONS PLAN - LEVEL 1 PRODUCTION LAUNDRY

Fire Protection

FP-001	FIRE PROTECTION LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
FP-011	FIRE PROTECTION RISER DIAGRAM
FP-031	FIRE PROTECTION DETAILS
FP-201	FIRE PROTECTION - LEVEL 1 PLAN
FP-201A	FIRE PROTECTION - LEVEL 1 PLAN - AREA A
FP-201B	FIRE PROTECTION - LEVEL 1 PLAN - AREA B
FP-201C	FIRE PROTECTION - LEVEL 1 PLAN - AREA C
FP-202	FIRE PROTECTION - LEVEL 2 PLAN
FP-202A	FIRE PROTECTION - LEVEL 2 PLAN - AREA A
FP-202B	FIRE PROTECTION - LEVEL 2 PLAN - AREA B
FP-202C	FIRE PROTECTION - LEVEL 2 PLAN - AREA C
FP-203	FIRE PROTECTION - LEVEL 3 PLAN
FP-203A	FIRE PROTECTION - LEVEL 3 PLAN - AREA A

NOT FOR BIDDING PURPOSES

FP-203B	FIRE PROTECTION - LEVEL 3 PLAN - AREA B
FP-203C	FIRE PROTECTION - LEVEL 3 PLAN - AREA C
FP-204	FIRE PROTECTION - ROOF PLAN

Plumbing

P-001	PLUMBING LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
P-011	PLUMBING NATURAL GAS, O2, AND STORM WATER RISER DIAGRAMS
P-012	PLUMBING SANITARY RISER DIAGRAM
P-013	PLUMBING SANITARY RISER DIAGRAM
P-014	PLUMBING SANITARY RISER DIAGRAM
P-015	PLUMBING GREASE AND SANITARY RISER DIAGRAM C CONTINUATION
P-016	PLUMBING DOMESTIC WATER RISER DIAGRAM
P-021	PLUMBING SCHEDULES
P-022	PLUMBING SCHEDULES
P-031	PLUMBING DETAILS
P-200	PLUMBING - LEVEL 1 PLAN BELOW GRADE
P-200A	PLUMBING - LEVEL 1 PLAN - AREA A BELOW GRADE
P-200B	PLUMBING - LEVEL 1 PLAN - AREA B BELOW GRADE
P-200C	PLUMBING - LEVEL 1 PLAN - AREA C BELOW GRADE
P-201	PLUMBING - LEVEL 1 PLAN
P-201A	PLUMBING - LEVEL 1 PLAN - AREA A
P-201B	PLUMBING - LEVEL 1 PLAN - AREA B
P-201C	PLUMBING - LEVEL 1 PLAN - AREA C
P-202	PLUMBING - LEVEL 2 PLAN
P-202A	PLUMBING - LEVEL 2 PLAN - AREA A
P-202B	PLUMBING - LEVEL 2 PLAN - AREA B
P-202C	PLUMBING - LEVEL 2 PLAN - AREA C
P-203	PLUMBING - LEVEL 3 PLAN
P-203A	PLUMBING - LEVEL 3 PLAN - AREA A
P-203B	PLUMBING - LEVEL 3 PLAN - AREA B
P-203C	PLUMBING - LEVEL 3 PLAN - AREA C
P-204	PLUMBING - ROOF PLAN
P-301	PLUMBING - ENLARGED PLANS
P-302	PLUMBING - ENLARGED PLANS

NOT FOR BIDDING PURPOSES

P-303	PLUMBING - ENLARGED PLANS
P-304	PLUMBING - ENLARGED PLANS
P-305	PLUMBING - ENLARGED PLANS
P-306	PLUMBING - ENLARGED PLANS
P-307	PLUMBING - ENLARGED PLANS
P-308	PLUMBING - ENLARGED PLANS
P-309	PLUMBING - ENLARGED PLANS
P-310	PLUMBING - ENLARGED PLANS

Mechanical

M-001	MECHANICAL LEGENDS, ABBREVIATIONS LIST
M-002	MECHANICAL GENERAL NOTES
M-011	MECHANICAL REFRIGERANT RISER DIAGRAMS
M-012	MECHANICAL REFRIGERANT RISER DIAGRAMS
M-013	MECHANICAL REFRIGERANT RISER DIAGRAMS
M-014	MECHANICAL DUCT RISER DIAGRAMS
M-015	MECHANICAL DUCT RISER DIAGRAMS
M-016	MECHANICAL DUCT RISER DIAGRAMS
M-017	MECHANICAL DUCT RISER DIAGRAMS
M-018	MECHANICAL DUCT RISER DIAGRAMS
M-021	MECHANICAL VENTILATION CALCS
M-022	MECHANICAL SCHEDULES
M-023	MECHANICAL SCHEDULES
M-024	MECHANICAL SCHEDULES
M-025	MECHANICAL SCHEDULES
M-026	MECHANICAL SCHEDULES
M-027	MECHANICAL SCHEDULES
M-031	MECHANICAL DETAILS
M-032	MECHANICAL DETAILS
M-201	MECHANICAL - LEVEL 1 PLAN
M-201A	MECHANICAL - LEVEL 1 PLAN - AREA A
M-201B	MECHANICAL - LEVEL 1 PLAN - AREA B
M-201C	MECHANICAL - LEVEL 1 PLAN - AREA C
M-202	MECHANICAL - LEVEL 2 PLAN

NOT FOR BIDDING PURPOSES

M-202A	MECHANICAL - LEVEL 2 PLAN - AREA A
M-202B	MECHANICAL - LEVEL 2 PLAN - AREA B
M-202C	MECHANICAL - LEVEL 2 PLAN - AREA C
M-203	MECHANICAL - LEVEL 3 PLAN
M-203A	MECHANICAL - LEVEL 3 PLAN - AREA A
M-203B	MECHANICAL - LEVEL 3 PLAN - AREA B
M-203C	MECHANICAL - LEVEL 3 PLAN - AREA C
M-204	MECHANICAL - ROOF PLAN
M-301	MECHANICAL - LEVEL 1 PLAN - HVAC PIPING
M-301A	MECHANICAL - LEVEL 1 PLAN - AREA A - HVAC PIPING
M-301B	MECHANICAL - LEVEL 1 PLAN - AREA B - HVAC PIPING
M-301C	MECHANICAL - LEVEL 1 PLAN - AREA C - HVAC PIPING
M-302	MECHANICAL - LEVEL 2 PLAN - HVAC PIPING
M-302A	MECHANICAL - LEVEL 2 PLAN - AREA A - HVAC PIPING
M-302B	MECHANICAL - LEVEL 2 PLAN - AREA B - HVAC PIPING
M-302C	MECHANICAL - LEVEL 2 PLAN - AREA C - HVAC PIPING
M-303	MECHANICAL - LEVEL 3 PLAN - HVAC PIPING
M-303A	MECHANICAL - LEVEL 3 PLAN - AREA A - HVAC PIPING
M-303B	MECHANICAL - LEVEL 3 PLAN - AREA B - HVAC PIPING
M-303C	MECHANICAL - LEVEL 3 PLAN - AREA C - HVAC PIPING
M-304	MECHANICAL - ROOF PLAN - HVAC PIPING
M-401	MECHANICAL - ENLARGED PLANS
M-402	MECHANICAL - DUCT CHASE SECTION VIEW

Electrical

E-001	ELECTRICAL TITLE SHEET (NOTES & DWG LIST)
E-002	ELECTRICAL LEGENDS AND ABBREVIATIONS
E-003	ELECTRICAL DETAILS
E-004	SITE ELECTRICAL DETAILS
E-005	GENERATOR DETAILS
E-011	POWER RISER DIAGRAM
E-021	ELECTRICAL SCHEDULES
E-022	ELECTRICAL SCHEDULES
E-023	LIFE SAFETY BRANCH 480/277V ELECTRICAL SCHEDULES

NOT FOR BIDDING PURPOSES

E-024	LIFE SAFETY BRANCH 208/120V ELECTRICAL SCHEDULES
E-025	CRITICAL BRANCH 480/277V ELECTRICAL SCHEDULES
E-026	CRITICAL BRANCH 208/120V ELECTRICAL SCHEDULES
E-027	CRITICAL BRANCH 208/120V ELECTRICAL SCHEDULES
E-028	CRITICAL BRANCH 208/120V ELECTRICAL SCHEDULES
E-029	CRITICAL BRANCH 208/120V ELECTRICAL SCHEDULES
E-030	EQUIPMENT BRANCH 480/277V ELECTRICAL SCHEDULES
E-031	EQUIPMENT BRANCH 208/120V ELECTRICAL SCHEDULES
E-032	EQUIPMENT BRANCH 208/120V ELECTRICAL SCHEDULES
E-033	KITCHEN AND CANTEEN ELECTRICAL SCHEDULES
E-034	SERVERY ELECTRICAL SCHEDULES
E-035	KITCHEN AND CANTEEN EQUIPMENT SCHEDULES
E-036	SERVERY EQUIPMENT SCHEDULES
E-037	LIGHTING FIXTURE SCHEDULE
E-038	LIGHTING FIXTURE SCHEDULE CONTINUED
E-039	LIGHTING FIXTURE SCHEDULE CONTINUED
E-040	LEVEL 1 SCHEDULE OF MECHANICAL EQUIPMENT CONNECTIONS
E-041	LEVEL 2 SCHEDULE OF MECHANICAL EQUIPMENT CONNECTIONS CONTINUED
E-042	LEVEL 3 & ROOF LEVEL SCHEDULE OF MECHANICAL EQUIPMENT CONNECTIONS CONTINUED
E-201	ELECTRICAL - LEVEL 1 POWER PLAN
E-201A	ELECTRICAL - LEVEL 1 POWER PLAN - AREA A
E-201B	ELECTRICAL - LEVEL 1 POWER PLAN - AREA B
E-201C	ELECTRICAL - LEVEL 1 POWER PLAN - AREA C
E-202	ELECTRICAL - LEVEL 2 POWER PLAN
E-202A	ELECTRICAL - LEVEL 2 POWER PLAN - AREA A
E-202B	ELECTRICAL - LEVEL 2 POWER PLAN - AREA B
E-202C	ELECTRICAL - LEVEL 2 POWER PLAN - AREA C
E-203	ELECTRICAL - LEVEL 3 POWER PLAN
E-203A	ELECTRICAL - LEVEL 3 POWER PLAN - AREA A
E-203B	ELECTRICAL - LEVEL 3 POWER PLAN - AREA B
E-203C	ELECTRICAL - LEVEL 3 POWER PLAN - AREA C
E-204	ELECTRICAL - ROOF POWER PLAN

NOT FOR BIDDING PURPOSES

E-301A	ELECTRICAL - LEVEL 1 POWER EQUIPMENT PLAN - AREA A
E-301B	ELECTRICAL - LEVEL 1 POWER EQUIPMENT PLAN - AREA B
E-301C	ELECTRICAL - LEVEL 1 POWER EQUIPMENT PLAN - AREA C
E-302A	ELECTRICAL - LEVEL 2 POWER EQUIPMENT PLAN - AREA A
E-302B	ELECTRICAL - LEVEL 2 POWER EQUIPMENT PLAN - AREA B
E-302C	ELECTRICAL - LEVEL 2 POWER EQUIPMENT PLAN - AREA C
E-303A	ELECTRICAL - LEVEL 3 POWER EQUIPMENT PLAN - AREA A
E-303B	ELECTRICAL - LEVEL 3 POWER EQUIPMENT PLAN - AREA B
E-303C	ELECTRICAL - LEVEL 3 POWER EQUIPMENT PLAN - AREA C
E-401	ELECTRICAL - LEVEL 1 LIGHTING RCP
E-401A	ELECTRICAL - LEVEL 1 LIGHTING RCP - AREA A
E-401B	ELECTRICAL - LEVEL 1 LIGHTING RCP - AREA B
E-401C	ELECTRICAL - LEVEL 1 LIGHTING RCP - AREA C
E-402	ELECTRICAL - LEVEL 2 LIGHTING RCP
E-402A	ELECTRICAL - LEVEL 2 LIGHTNG RCP - AREA A
E-402B	ELECTRICAL - LEVEL 2 LIGHTING RCP - AREA B
E-402C	ELECTRICAL - LEVEL 2 LIGHTING RCP - AREA C
E-403	ELECTRICAL - LEVEL 3 LIGHTING RCP
E-403A	ELECTRICAL - LEVEL 3 LIGHTING RCP - AREA A
E-403B	ELECTRICAL - LEVEL 3 LIGHTING RCP - AREA B
E-403C	ELECTRICAL - LEVEL 3 LIGHTING RCP - AREA C
E-404	ELECTRICAL - ROOF LIGHTING PLAN
E-501	ELECTRICAL - LEVEL 1 PART PLANS
E-502	ELECTRICAL - LEVEL 2 PART PLANS
E-503	ELECTRICAL - LEVEL 3 PART PLANS
E-504	ELEVATOR PART PLANS
E-505	ELECTRICAL - LEVEL 1 POWER PART PLAN - AREA C - FOOD SERVICE KITCHEN AND LAUNDRY
E-506	ELECTRICAL - LEVEL 2 POWER PART PLAN - AREA C - AUDITORIUM & CANTEEN
E-507	SERVERY AREAS PART PLANS
E-508	SNOZELEN ROOMS PART PLANS
E-601	SITE PLAN - ELECTRICAL

NOT FOR BIDDING PURPOSES

Fire Alarm

FA-001	FIRE ALARM LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
FA-002	FIRE ALARM SYSTEM FUNCTION MATRIX
FA-201	FIRE ALARM - LEVEL 1 PLAN
FA-201A	FIRE ALARM - LEVEL 1 PLAN - AREA A
FA-201B	FIRE ALARM - LEVEL 1 PLAN - AREA B
FA-201C	FIRE ALARM - LEVEL 1 PLAN - AREA C
FA-202	FIRE ALARM - LEVEL 2 PLAN
FA-202A	FIRE ALARM - LEVEL 2 PLAN - AREA A
FA-202B	FIRE ALARM - LEVEL 2 PLAN - AREA B
FA-202C	FIRE ALARM - LEVEL 2 PLAN - AREA C
FA-203	FIRE ALARM - LEVEL 3 PLAN
FA-203A	FIRE ALARM - LEVEL 3 PLAN - AREA A
FA-203B	FIRE ALARM - LEVEL 3 PLAN - AREA B
FA-203C	FIRE ALARM - LEVEL 3 PLAN - AREA C
FA-204	FIRE ALARM - ROOF PLAN

Telecom

T-001	TELECOM - LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
T-011	TELECOM - RISER DIAGRAMS
T-031	TELECOM - DETAILS
T-032	TELECOM - DETAILS
T-033	TELECOM - DETAILS
T-034	TELECOM - DETAILS
T-200	TELECOM SITE PLAN
T-201	TELECOM - DEVICE PLAN - LEVEL ONE
T-201a	TELECOM - PARTIAL DEVICE PLAN - LEVEL ONE - AREA A
T-201b	TELECOM - PARTIAL DEVICE PLAN - LEVEL ONE - AREA B
T-201c	TELECOM - PARTIAL DEVICE PLAN - LEVEL ONE - AREA C
T-202	TELECOM - DEVICE PLAN - LEVEL TWO
T-202a	TELECOM - PARTIAL DEVICE PLAN - LEVEL TWO - AREA A
T-202b	TELECOM - PARTIAL DEVICE PLAN - LEVEL TWO - AREA B
T-202c	TELECOM - PARTIAL DEVICE PLAN - LEVEL TWO - AREA C

NOT FOR BIDDING PURPOSES

T-203	TELECOM - DEVICE PLAN - LEVEL THREE
T-203a	TELECOM - PARTIAL DEVICE PLAN - LEVEL THREE - AREA A
T-203b	TELECOM - PARTIAL DEVICE PLAN - LEVEL THREE - AREA B
T-601	TELECOM - ENLARGED PLANS AND ELEVATIONS
T-602	TELECOM - ENLARGED PLANS AND ELEVATIONS
T-603	TELECOM - ENLARGED PLANS AND ELEVATIONS
T-604	TELECOM - ENLARGED PLANS AND ELEVATIONS
T-605	TELECOM - ENLARGED PLANS AND ELEVATIONS
T-606	TELECOM - ENLARGED PLANS AND ELEVATIONS

Security

SC-001	SECURITY - LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
SC-031	SECURITY - DETAILS
SC-032	SECURITY - DETAILS
SC-033	SECURITY - DETAILS
SC-034	SECURITY - DETAILS
SC-035	SECURITY - DETAILS
SC-200	SECURITY - SITE PLAN
SC-201a	SECURITY - PARTIAL DEVICE PLAN - LEVEL ONE - AREA A
SC-201b	SECURITY - PARTIAL DEVICE PLAN - LEVEL ONE - AREA B
SC-201c	SECURITY - PARTIAL DEVICE PLAN - LEVEL ONE - AREA C
SC-202a	SECURITY - PARTIAL DEVICE PLAN - LEVEL TWO - AREA A
SC-202b	SECURITY - PARTIAL DEVICE PLAN - LEVEL TWO - AREA B
SC-202c	SECURITY - PARTIAL DEVICE PLAN - LEVEL TWO - AREA C
SC-203a	SECURITY - PARTIAL DEVICE PLAN - LEVEL THREE - AREA A
SC-203b	SECURITY - PARTIAL DEVICE PLAN - LEVEL THREE - AREA B

T-Nurse Call

NC-001	NURSE CALL - LEGENDS, ABBREVIATIONS AND GENERAL NOTES
NC-031	NURSE CALL - DETAILS
NC-201a	NURSE CALL - PARTIAL DEVICE PLAN - LEVEL ONE - AREA A
NC-201b	NURSE CALL - PARTIAL DEVICE PLAN - LEVEL ONE - AREA B
NC-201c	NURSE CALL - PARTIAL DEVICE PLAN - LEVEL ONE - AREA C
NC-202a	NURSE CALL - PARTIAL DEVICE PLAN - LEVEL TWO - AREA A

NOT FOR BIDDING PURPOSES

NC-202b NURSE CALL - PARTIAL DEVICE PLAN - LEVEL TWO - AREA B

NC-202c NURSE CALL - PARTIAL DEVICE PLAN - LEVEL TWO - AREA C

NC-203a NURSE CALL - PARTIAL DEVICE PLAN - LEVEL THREE - AREA A

NC-203b NURSE CALL - PARTIAL DEVICE PLAN - LEVEL THREE - AREA B

T-Audiovisual

TA-001 AUDIOVISUAL - LEGENDS, ABBREVIATIONS, AND GENERAL NOTES
TA-031 AUDIOVISUAL - DETAILS
TA-200 AUDIOVISUAL - SITE PLAN
TA-201 AUDIOVISUAL - DEVICE PLAN - LEVEL ONE
TA-202 AUDIOVISUAL - DEVICE PLAN - LEVEL TWO
TA-203 AUDIOVISUAL - DEVICE PLAN - LEVEL THREE
TA-601 AUDIOVISUAL - ENLARGED PLANS
TA-602 AUDIOVISUAL - ENLARGED PLANS
TA-603 AUDIOVISUAL - ENLARGED PLANS
TA-604 AUDIOVISUAL - ENLARGED PLANS
TA-605 AUDIOVISUAL - ENLARGED PLANS
TA-606 AUDIOVISUAL - ENLARGED PLANS
TA-607 AUDIOVISUAL - ENLARGED PLANS

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 00 11 16

INVITATION TO BID

OMB/DFM Contract No. 18396-4A, New Delaware Home for the Chronically Ill will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by way of the Bonfire Portal at https://DFM.bonfirehub.com until **11:00 A.M. local time on Wednesday, October 15, 2025**. Bidder bears the risk of late submission.

Bids will be opened and read aloud at **1:00 P.M.** local time **on Wednesday, October 15, 2025,** at the Haslet Armory, Conference Room 133, 122 Martin Luther King Blvd. S., Dover, DE 19901.

This Community Workforce Project is a component of the Pilot Program authorized under Section 34 of Senate Bill 160, also known as the FY 2024 Bond Bill. As contemplated by the FY 2024 Bond Bill, and as memorialized in that certain Memorandum of Understanding ("MOU") between OMB and Delaware Building and Construction Trades Council, on behalf of itself and its affiliates and members, OMB has established for this project a union workforce goal of fifty percent (50%), meaning that 50% of all of labor-person hours for the entire project will be performed by union workers. As required by the FY 2024 Bond Bill, the awarded contractor will be required to enter into an agreement with OMB in furtherance of the Pilot Program. Under the Pilot Program agreement, the awarded contractor will be required to honor its union labor commitments and will have mandatory reporting requirements. The MOU and the form of Pilot Program agreement are included as attachments to the Instructions to Bidders.

Bids will be evaluated on a form of "best value," which is described in the Instruction to Bidders, based upon lowest price, fastest schedule, and a plan outlining how the contractor proposes to achieve the union workforce percentage. The awarded contractor may achieve the union workforce percentage by: (1) utilizing its own collective bargaining agreements; (2) contracting with subcontractors that have collective bargaining agreements; and/or (3) making other arrangements that permit the contractor or its subcontractors to hire local union workers.

Bids are to be received for the following contracts:

Package H Aluminum & Glass
Package K Food Service Equipment

A **MANDATORY** Pre-Bid Meeting will be held on **Tuesday, September 30, 2025, at 10:00 A.M. local time at the Haslet Armory, Conference Room 133, 122 Martin Luther King Jr Blvd South, Dover, DE 19901**, for the purpose of establishing the list of subcontractors and to answer questions. Upon arrival, attendees are to check in at front desk for directions to pre-bid meeting room. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Documents may be examined at the office of the Construction Manager, Wohlsen Construction Company, 501 Carr Road, Suite 101, Wilmington, Delaware 19809; on or after September 30, 2025. Documents may be viewed and downloaded at Wohlsen's Building Connected site on or after September 30, 2025. Interested bidders are to register as bidders with Wohlsen Construction by contacting Janette Giordano jgiordano@wohlsen.com. Reference the contract number and Bid Package you are interested in bidding. Upon registering, the bidder will receive electronic access to the bidding documents via an e-mail notice. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums.

NOT FOR BIDDING PURPOSES

Construction documents will be available for review at the following locations: Delaware Contractors Association; Associated Builders and Contractors.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged 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

NOT FOR BIDDING PURPOSES

To Our Business Partners/State of Delaware Vendors

The Division of Facilities Management (DFM) has partnered with Bonfire Interactive to improve the online bidding process. DFM will now join Government Support Services (GSS), the Department of Health and Social Services (DHSS), the Department of Transportation (DelDOT), and the Department of Technology and Information (DTI) in accepting online bid submissions through the Bonfire Interactive portal. In preparation for this transition there are a few there are a few things to keep in mind:

- Vendors will continue to find DFM bid opportunities at https://mmp.delaware.gov/Bids/.
- All state solicitations will clearly identify how to submit bid proposals.
- If the solicitation requires submission through the Bonfire portal the solicitation will clearly state this requirement.

When the Bonfire portal is being utilized, and online bid submissions apply, vendors should note:

- Bonfire Portal can be accessed at http://DFM.bonfirehub.com.

- A Bonfire registration affords vendors an additional opportunity to receive email notice(s) when solicitations are available.
- Solicitation documents will be visible in Bonfire just as the documents will remain visible in GSS' MyMarketplace.
- For solicitations that use Bonfire to receive documents, the Vendor **will need** to register for the Bonfire portal to submit a bid.
- "In-person" bid/proposal submissions will not be accepted.
- Bid advertisements at GSS' MyMarketplace and the Bonfire Portal will indicate a bid submission due date and time as well as a bid opening date and time. These dates/times must be met in order for the submission to be considered responsive.
- Public Works Bid Openings will remain in person.

There is NO COST to register with and/or utilize Bonfire. (Bonfire may offer enhanced registration options but vendors are not obligated to pay or select the enhanced registration options.)

Bonfire resources:

- **Bonfire Portal to view DFM opportunities https://DFM.bonfirehub.com**
- Vendor Registration
- Password Creation Error
- Creating and Uploading a Submission
- Vendor Registration and Submission (Video)

***PLEASE NOTE:** Online bidding and the required paperwork submissions **WILL NOT APPLY** to all State of Delaware solicitations.

Thank you for your interest in doing business with the State of Delaware.

NOT FOR BIDDING PURPOSES

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. GENERAL

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL

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.

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 A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these 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.

NOT FOR BIDDING PURPOSES

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.

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 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-

NOT FOR BIDDING PURPOSES

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.

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.

2.2.4 Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.

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.

NOT FOR BIDDING PURPOSES

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.

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.

NOT FOR BIDDING PURPOSES

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.

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

NOT FOR BIDDING PURPOSES

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.

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 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.

4.1.6 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.7 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.

4.1.8 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

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

4.1.10 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

NOT FOR BIDDING PURPOSES

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). The bid bond may be an electronic bond and need not be transmitted as a paper document.

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.

4.3.2 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

NOT FOR BIDDING PURPOSES

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.

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.

NOT FOR BIDDING PURPOSES

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, 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 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. .

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, paper 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.

4.8.6 Compliance with Federal Bureau of Investigation rules mandates training for Contractors, Subcontractors, their employees, and custodial workers with access to locations that have access to Criminal Justice Information Services (CJIS). The contract awardee must have fingerprinting and background checks done for all Subcontractors and employees.

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 modification in the bid price will render the Bid informal, causing it to be

NOT FOR BIDDING PURPOSES

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

5.1 OPENING/REJECTION OF BIDS

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

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a 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 days of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to 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).

5.2.6 Bidder must account for the possibility of price increases due to the direct and indirect effect of tariffs or other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.

NOT FOR BIDDING PURPOSES

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.

G. Any Bidder who is debarred in another State and/or by the United States Government is also debarred in Delaware.

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 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.

NOT FOR BIDDING PURPOSES

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.

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

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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, 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.

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.

7.2.3 The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

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 A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF SECTION

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ATTACHMENT 1

[OMB-Trades Council Memorandum of Understanding Concerning Community Workforce Pilot Program]

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ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNITY WORKFORCE PILOT PROGRAM

SECTION 1. PURPOSE

This Memorandum of Understanding (the "**MOU**"), by and between the State of Delaware, Office of Management and Budget ("**OMB**"), and the Delaware Building and Construction Trades Council, on behalf of itself and its affiliates and members (collectively, the "**Unions**"), is entered into in connection with the pilot program (the "**Pilot Program**") authorized under Section 34 of Senate Bill 160 (the "**FY24 Bond Bill**").

SECTION 2. THE PILOT PROGRAM

The Pilot Program covers three "Community Workforce" projects identified by OMB (the "**Projects**"). Pursuant to Section 34 of the FY24 Bond Bill, the awarded contractors for the Projects are required to sign "Community Workforce" agreements with OMB. Section 34 requires OMB to set the target percentage of work to be performed by Union labor on each Project and authorizes OMB to establish goals relating to minority representation in the workforce.

SECTION 3. OMB GOALS

A. OMB has set a uniform target percentage for Union labor for all three Projects. Upon completion of each Project, at least fifty percent (50%) of the total labor-person hours performed on each Project will relate to work performed by Union workers (the "**Union Labor Percentage**"). Pursuant to Section 34 of the FY24 Bond Bill, and to the extent permissible by applicable law, OMB shall achieve the Union Labor Percentage by awarding contracts based on a form of "best value" that includes price, schedule and method of achieving the Union Labor Percentage. To the extent permissible by applicable law, OMB shall select contractors that either (i) have collective bargaining agreements with relevant Unions, (ii) have contracts with subcontractors that have collective bargaining agreements with such Unions, or (iii) have other arrangements to hire local Union workers.

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B. The contractors shall have enforceable obligations that OMB deems necessary or appropriate to ensure and track the success of the Pilot Program, which obligations shall be incorporated into the awarded contracts.

C. OMB will work with the awarded contractors, the Unions and other stakeholders to identify, assess, and diversify the workforce within the construction industry.

SECTION 4. UNION GOALS

A. In furtherance of the Pilot Program, the Unions will ensure through outreach and other legally permissible means that, upon completion of each Project, fifteen percent (15%) of the total labor-person hours performed on each Project by Union workers will relate to work performed either by women who live in Delaware or minorities who live in Delaware.

B. The Unions will work with OMB, the awarded contractors, and other stakeholders to identify, assess, and diversify the workforce within the construction industry.

C. To enable OMB to track and assess the success of the Unions' efforts under Section 4.A, the Unions will report to OMB as to the makeup of their memberships in terms of gender and race/ethnicity promptly after the execution of this MOU and promptly after the completion of each Project.

SECTION 5. MISCELLANEOUS PROVISIONS

A. Nothing in this MOU shall require or be interpreted as a requirement that any party or person take (or not take) any employment-related or other action in violation of the U.S. or Delaware Constitution, applicable state or federal law, or an existing collective bargaining agreement.

B. The terms of this MOU shall not be enforceable in any court of law or equity, or any quasi-judicial or administrative proceeding.

C. This MOU may be amended only by written agreement of the parties.

D. There are no intended third-party beneficiaries of this MOU.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and effective as of the ___ day of _____, 2023.

STATE OF DELAWARE, OFFICE OF MANAGEMENT AND BUDGET

By:

Name:

Title:

DELAWARE BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO

By: _____

Name:
Title:

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ATTACHMENT 2

[Form of Community Workforce Pilot Program Agreement]

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ATTACHMENT 2

COMMUNITY WORKFORCE PILOT PROGRAM AGREEMENT FOR COMMUNITY WORKFORCE PROJECT

SECTION 1. PURPOSE AND BACKGROUND

This Community Workforce Pilot Program Agreement (the "**Agreement**"), by and between the State of Delaware, Office of Management and Budget ("**OMB**"), and _____, the entity that has been selected to serve as the general contractor (the "**General Contractor**") for the large public works project at _____ (the "**Project**"), is entered into as a component of the pilot program (the "**Pilot Program**") authorized under Section 34 of Senate Bill 160 (as may be further amended, the "**FY24 Bond Bill**").

The Project is one of three "Community Workforce" projects contemplated in Section 34 of the FY24 Bond Bill. Under that provision, the awarded contractors for the Community Workforce projects are required to enter into agreements with OMB to achieve the goals of the Pilot Program.

SECTION 2. THE PILOT PROGRAM

Pursuant to Section 34, OMB is required to set the percentage of work to be performed by local labor organization(s) for the Project and other Community Workforce projects. OMB has set a uniform target percentage of fifty percent (50%) for all three Community Workforce projects. Upon completion of each Community Workforce project, at least fifty percent (50%) of the total labor-person hours performed on each project will relate to work performed by local union workers (the "**Union Labor Percentage**").

OMB will attempt to achieve the Union Labor Percentage for each Project by awarding contracts based on a form of "best value" that includes price, schedule and method of achieving the Union Labor Percentage, as permitted by Section 189 of the FY23 Bond Bill. For the purpose of achieving the Union Labor Percentage for this specific Project, to the extent permissible by applicable law, OMB will select a general contractor that either (i) has collective bargaining agreements with one or more unions, (ii) has contracts with subcontractors that have collective bargaining agreements with one or more unions, or (iii) has other arrangements that permit the General Contractor or its subcontractors to hire local union workers.

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Pursuant to a Memorandum of Understanding ("**MOU**") between OMB and the Delaware Building and Construction Trades Council, on behalf of itself and its affiliates and members (collectively, the "**Unions**"), in consideration and in furtherance of the Pilot Program, the Unions have agreed to work with OMB, the awarded contractors, and other stakeholders to assess and diversify the Unions' workforce through outreach and other legally permissible means. In addition, the Unions have agreed that, upon completion of each Community Workforce project, fifteen percent (15%) of the total labor-person hours performed on each project by Union workers relates to work performed either by women who live in Delaware or minorities who live in Delaware.

SECTION 3. OMB OBLIGATIONS

In furtherance of the Pilot Program, OMB will work with the General Contractor and other stakeholders to identify, assess, and diversify the workforce within the construction industry.

SECTION 4. GENERAL CONTRACTOR OBLIGATIONS

In furtherance of the Pilot Program, the General Contractor shall:

A. Ensure that, upon completion of the Project, the Union Labor Percentage, or such other percentage as may be identified in the underlying construction contract, is satisfied.

B. Report Project data to OMB in accordance with **Attachment 1** and ensure that subcontractors are contractually bound to and do report Project data in accordance with **Attachment 1**.

C. Work with OMB and other stakeholders to identify, assess, and diversify the workforce within the construction industry.

SECTION 5. MISCELLANEOUS PROVISIONS

A. Nothing in this Agreement shall require or be interpreted as a requirement that any party or person take (or not take) any employment-related or other action in violation of the U.S. or Delaware Constitution, applicable state or federal law, or an existing collective bargaining agreement.

B. The terms of this Agreement shall not be enforceable in any court of law or equity,

NOT FOR BIDDING PURPOSES

or any quasi-judicial or administrative proceeding, except that OMB shall have the right to enforce in any court of competent jurisdiction the General Contractor's obligations under Sections 4.A and 4.B, which obligations shall be deemed automatically incorporated into, and shall be an integral part of, the contract between OMB and the General Contractor covering the Project.

C. The General Contractor's failure to comply with its obligations under Section 4.C shall not give rise to a breach of this Agreement or the underlying contract but may be taken into consideration by OMB when evaluating the responsibility of the General Contractor in future public works projects.

D. This Agreement may be amended only by written agreement of the parties.

E. There are no intended third-party beneficiaries of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Community Workforce Pilot Program Agreement to be executed and effective as of the _____ day of _____, 202__.

STATE OF DELAWARE, OFFICE OF MANAGEMENT AND BUDGET

By: _

Name:

Title:

[GENERAL CONTRACTOR]

By: _

Name:

Title:

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ATTACHMENT 1

General Contractor Reporting Obligations

1. Payroll Reports. The General Contractor will submit to OMB and the Delaware Department of Labor on a monthly basis, starting in the month after the commencement of work on the Project and continuing until the Project is complete, a certified payroll report in Excel or other usable format that reflects, for the General Contractor's employees, the number of hours worked by each employee who performed work on the Project during the prior month. The report shall also reflect, for each such employee, the employee's rate of pay, address, gender, race/ethnicity and Union membership. The General Contractor shall contractually obligate each subcontractor to individually comply with this reporting obligation for its employees and shall be responsible for enforcing this obligation for all subcontractors.
2. Injury Reports. The General Contractor will submit to OMB on a monthly basis, starting in the month after the commencement of work on the Project and continuing until the Project is complete, a report in Excel or other usable format that reflects, for the General Contractor and each subcontractor, the number and types of injuries or fatal incidents.

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UNION PARTICIPATION PLAN

This project is a component of the Pilot Program authorized under Section 34 of Senate Bill 160, also known as the FY 2024 Bond Bill. OMB has established for this project a union workforce goal of fifty percent (50%), meaning that 50% of all of labor-person hours for the entire project will be performed by union workers.

As indicated in specification section 00 21 13 – Instructions to Bidders, paragraph 5.0.3, the awarded Bidder may achieve the union workforce goal by: (1) utilizing its own collective bargaining agreements; (2) contracting with subcontractors that have collective bargaining agreements; and/or (3) making other arrangements that permit the successful Bidder or its subcontractors to hire union workers.

We hereby certify that we have in place, or will implement during the entire term of the contract, a Union Participation Plan to achieve a union workforce participation rate in the percentage indicated below utilizing the plan indicated below:

Union Workforce Participation Rate: _____% _____ Percent

Union Workforce Participation Plan:

Attach a brief narrative description of the bidder's union participation plan, dated and signed by bidder's authorized representative and completed on bidder's company letter head.

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.

DOCUMENT 00 31 13

PRELIMINARY SCHEDULES

1.1 PROJECT SCHEDULE

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for the Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations.

B. Available Project information includes the following:

1. Project Schedule.

C. Project schedule including design and construction milestones is available for viewing from the construction manager (Wohlsen Construction).

1. Section 01 12 00 "Multiple Contract Summary" for phased construction requirements.
2. Section 01 32 00 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF DOCUMENT

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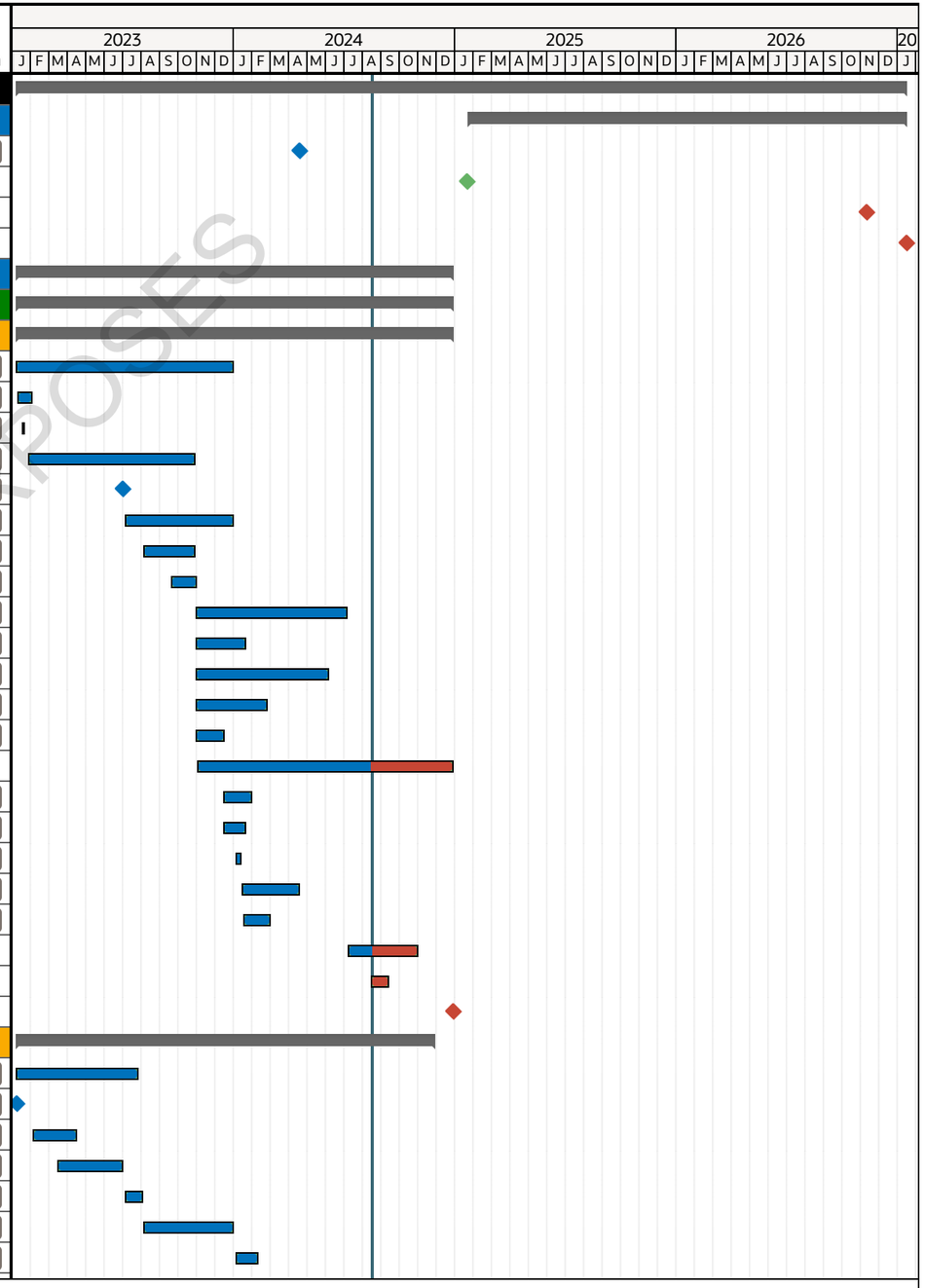
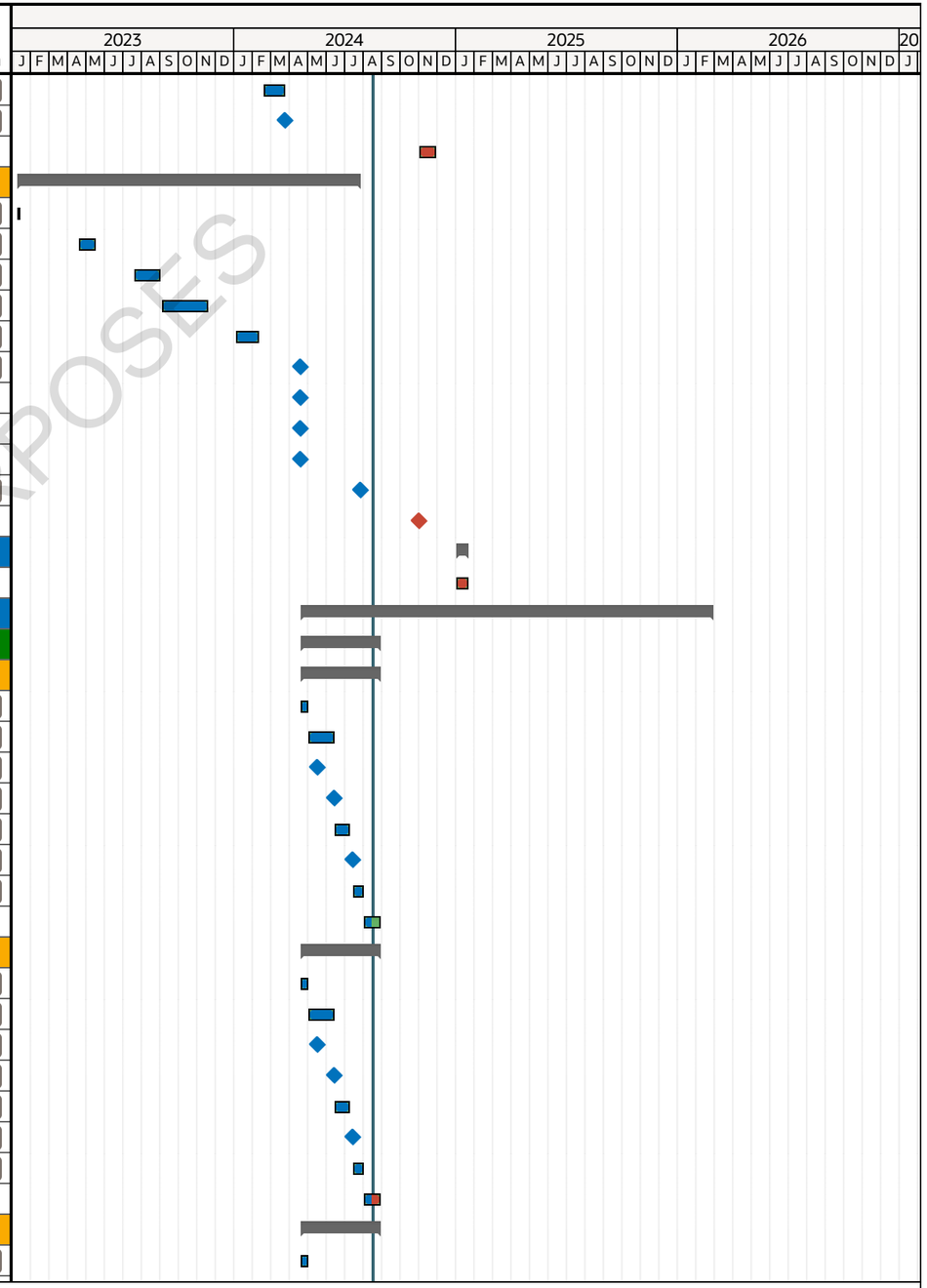
Name	ID	Pla... Du...	Start	Finish
Delaware Home for Chronically Ill		1,0...	06-Jan-23 A	14-Jan-27
PROJECT MILESTONES		508d	21-Jan-25	14-Jan-27
NTP Issued	A1040	0d		17-Apr-24 A
Mobilization	A1045	0d	21-Jan-25	
Substantial Completion (6/29/2026)	A1050	0d		10-Nov-26
Final Completion (8/31/2026)	A1055	0d		14-Jan-27
PRECONSTRUCTION		506d	06-Jan-23 A	27-Dec-24
CONSTRUCTION DOCUMENTS | ESTIMATES | AGENCY REVIEWS		506d	06-Jan-23 A	27-Dec-24
AGENCY REVIEWS		506d	06-Jan-23 A	27-Dec-24
City of Smyrna - Complete Site Review/Approval	01100	169d	06-Jan-23 A	29-Dec-23 A
Complete DFM Review SD Doc's	01015	20d	06-Jan-23 A	02-Feb-23 A
Steering Committee Meeting - SD Doc's	01010	1d	16-Jan-23 A	16-Jan-23 A
Town of Smyrna - Concept Review/Approval	01105	94d	25-Jan-23 A	27-Oct-23 A
Decision on Additional Funding	01032	0d		29-Jun-23 A
Certificate of Public Review/Approval	01110	127d	03-Jul-23 A	29-Dec-23 A
DFM Review DD Doc's	01040	21d	03-Aug-23 A	27-Oct-23 A
Preliminary Sprinkler Form Completion	01128	37d	18-Sep-23 A	31-Oct-23 A
Archaeological Survey	01122	43d	27-Oct-23 A	05-Jul-24 A
Fire Marshal Review - Site Review/Approval	01130	31d	27-Oct-23 A	19-Jan-24 A
Department of Natural Resources - Site Review/Approval	01125	83d	27-Oct-23 A	04-Jun-24 A
DELDOT Review/Approval	01115	83d	27-Oct-23 A	23-Feb-24 A
Architectural Accessibility Board Review/Approval	01120	23d	27-Oct-23 A	15-Dec-23 A
Town of Smyrna Site Plan Approval	A1025	115d	30-Oct-23 A	27-Dec-24
DPH - Kitchen Review/Approval	01140	33d	12-Dec-23 A	29-Jan-24 A
Fire Marshal Review/Approval	01135	33d	12-Dec-23 A	19-Jan-24 A
Prepare/Package + Submit CD's to DFM	01075	8d	03-Jan-24 A	12-Jan-24 A
Division of Facilities Management Review/Approval	01275	21d	12-Jan-24 A	17-Apr-24 A
DFM Review 100% CD's	01090	20d	15-Jan-24 A	27-Feb-24 A
Archaeological Federal Review/Tribe Review and Release	A1060	80d	05-Jul-24 A	30-Oct-24
Division of Healthcare Quality Review/Approval	01270	22d	13-Aug-24	12-Sep-24
All Agency Approvals Complete	01200	0d		27-Dec-24
DESIGN DOCUMENTS		450d	06-Jan-23 A	27-Nov-24
Prepare/Issue 100% Civil Documents	01070	213d	06-Jan-23 A	26-Jul-23 A
Issue Schematic Documents	01000	0d		06-Jan-23 A
Schematic Re-Design / Value Engineering (2 Options)	01016	5d	03-Feb-23 A	14-Apr-23 A
Prepare/Issue 60% Design Development Doc's (2 Options)	01030	79d	13-Mar-23 A	30-Jun-23 A
Complete Prepare Design Development Doc's	01031	20d	03-Jul-23 A	02-Aug-23 A
Prepare/Issue 100% Construction Documents	01045	107d	03-Aug-23 A	29-Dec-23 A
Wohlsen Constructability Review/Comments	A1020	28d	02-Jan-24 A	08-Feb-24 A



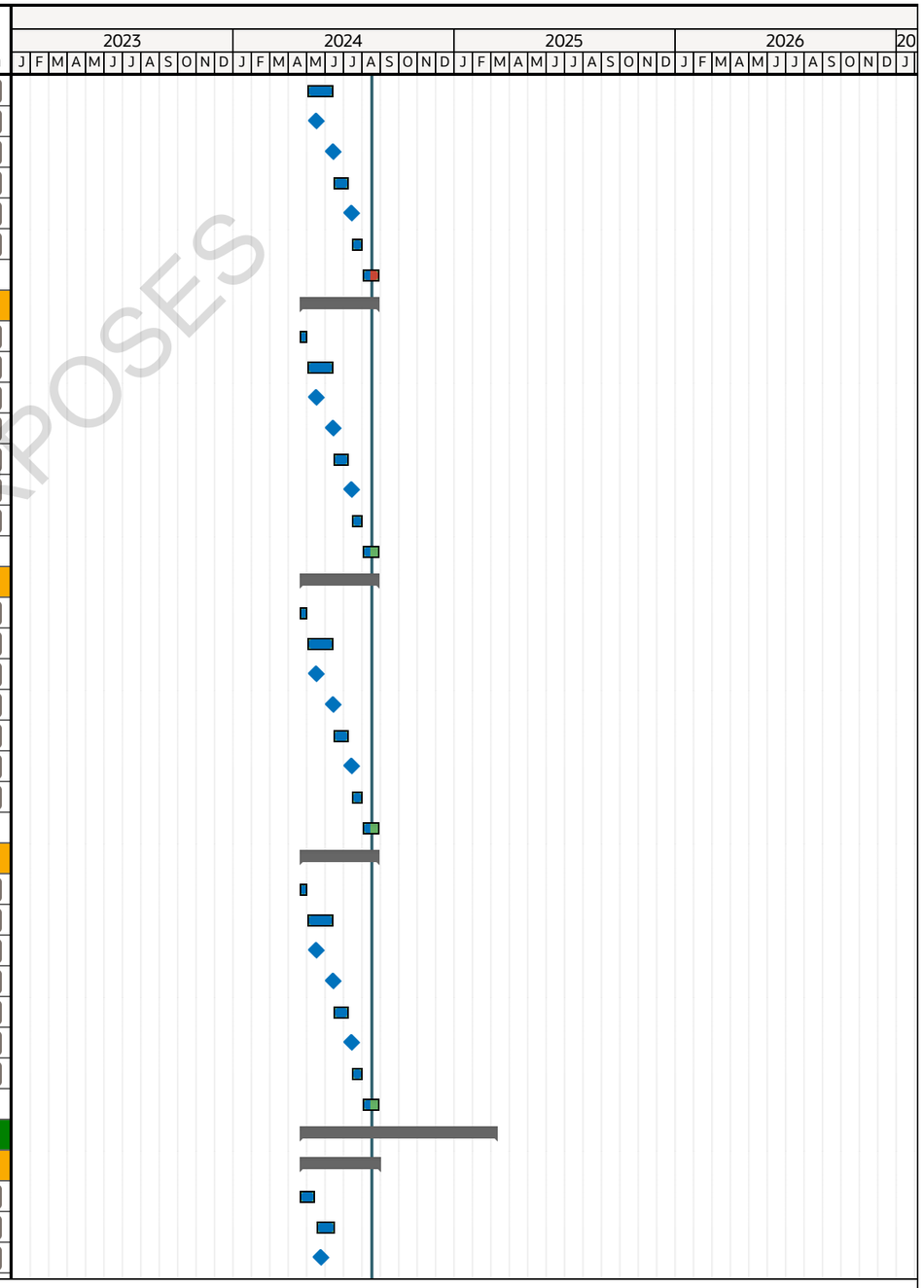
NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
Incorporate Final CD Comments	01280	12d	16-Feb-24 A	22-Mar-24 A
Issue Final CD's for Bid	01285	0d		22-Mar-24 A
Civil Re-Design (Due to Arch Survey)	A1065	20d	31-Oct-24	27-Nov-24
ESTIMATES		433d	06-Jan-23 A	24-Jul-24
Complete SD Cost Estimate	01005	6d	06-Jan-23 A	13-Jan-23 A
Schematic Re-Design Cost Estimate (2 Options)	01018	26d	17-Apr-23 A	15-May-23 A
DD Cost Estimate	01035	22d	17-Jul-23 A	31-Aug-23 A
DD Value Engineering	A1000	56d	01-Sep-23 A	17-Nov-23 A
Construction Document Estimate	01072	21d	03-Jan-24 A	08-Feb-24 A
Issue NTP by DFM	01290	0d		17-Apr-24 A
Begin Bid Package #1 Awards	A1005	0d	18-Apr-24 A	
Begin Bid Package #2 Awards	A1010	0d	18-Apr-24 A	
Begin Bid Package #3 Awards	A1015	0d	18-Apr-24 A	
Flooring, Tile, and Food Service Bids Rejected	A1070	0d		24-Jul-24 A
Begin Rebid Package # 4 Awards	A1075	0d	31-Oct-24	
PERMITS		15d	30-Dec-24	20-Jan-25
Symna Review + Issue Building Permit	01420	15d	30-Dec-24	20-Jan-25
BID/AWARD SUBCONTRACT PACKAGES & PROCURMENT		392d	18-Apr-24 A	24-Feb-26
BID/AWARD SUBCONTRACT PACKAGES - BID PACKAGE #1		102d	18-Apr-24 A	27-Aug-24
EARTHWORK/SITE UTILITY PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise Earth/Site Utility Pkg for Bid	03205	14d	18-Apr-24 A	29-Apr-24 A
Earth/Site Utility Pkg Bid Period	03210	20d	30-Apr-24 A	11-Jun-24 A
Earth/Site Utility Pkg Pre-Bid Meeting	03215	0d		14-May-24 A
Earth/Site Utility Bids Due	03220	0d		11-Jun-24 A
Review + De-Scope Earth/Site Utility Bids	03225	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award Earth/Site Utility Pkg	03230	0d		11-Jul-24 A
Trade Procure/Submit Earth/Site Utility Bonds/Insurance	03235	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Earth/Site Utility Pkg	03240	20d	31-Jul-24 A	27-Aug-24
STRUCTURAL STEEL PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise Steel/Misc Metal Pkg for Bid	03405	14d	18-Apr-24 A	29-Apr-24 A
Steel/Misc Metal Pkg Bid Period	03410	20d	30-Apr-24 A	11-Jun-24 A
Steel/Misc Metal Pkg Pre-Bid Meeting	03415	0d		14-May-24 A
Steel/Misc Metal Bids Due	03420	0d		11-Jun-24 A
Review + De-Scope Steel/Misc Metal Bids	03425	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award Steel/Misc Metal Pkg	03430	0d		11-Jul-24 A
Trade Procure/Submit Steel/Misc Metal Bonds/Insurance	03435	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Steel/Misc Metal Pkg	03440	20d	31-Jul-24 A	27-Aug-24
CIP CONCRETE PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise CIP Concrete Pkg for Bid	03305	14d	18-Apr-24 A	29-Apr-24 A



NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
CIP Concrete Pkg Bid Period	03310	20d	30-Apr-24 A	11-Jun-24 A
CIP Concrete Pkg Pre-Bid Meeting	03315	0d		14-May-24 A
CIP Concrete Bids Due	03320	0d		11-Jun-24 A
Review + De-Scope CIP Concrete Bids	03325	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award CIP Concrete Pkg	03330	0d		11-Jul-24 A
Trade Procure/Submit CIP Concrete Bonds/Insurance	03335	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - CIP Concrete Pkg	03340	20d	31-Jul-24 A	27-Aug-24
PLUMBING PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise Plumbing Pkg for Bid	03705	14d	18-Apr-24 A	29-Apr-24 A
Plumbing Pkg Bid Period	03710	20d	30-Apr-24 A	11-Jun-24 A
Plumbing Pkg Pre-Bid Meeting	03715	0d		14-May-24 A
Plumbing Bids Due	03720	0d		11-Jun-24 A
Review + De-Scope Plumbing Bids	03725	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award Plumbing Pkg	03730	0d		11-Jul-24 A
Trade Procure/Submit Plumbing Bonds/Insurance	03735	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Plumbing Pkg	03740	20d	31-Jul-24 A	27-Aug-24
ELEVATOR PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise Elevator Pkg for Bid	03605	14d	18-Apr-24 A	29-Apr-24 A
Elevator Pkg Bid Period	03610	20d	30-Apr-24 A	11-Jun-24 A
Elevator Pkg Pre-Bid Meeting	03615	0d		14-May-24 A
Elevator Bids Due	03620	0d		11-Jun-24 A
Review + De-Scope Elevator Bids	03625	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award Elevator Pkg	03630	0d		11-Jul-24 A
Trade Procure/Submit Elevator Bonds/Insurance	03635	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Elevator Pkg	03640	20d	31-Jul-24 A	27-Aug-24
ELECTRICAL PACKAGE		79d	18-Apr-24 A	27-Aug-24
GSS Advertise Electrical Pkg for Bid	04105	14d	18-Apr-24 A	29-Apr-24 A
Electrical Pkg Bid Period	04110	20d	30-Apr-24 A	11-Jun-24 A
Electrical Pkg Pre-Bid Meeting	04115	0d		14-May-24 A
Electrical Bids Due	04120	0d		11-Jun-24 A
Review + De-Scope Electrical Bids	04125	10d	12-Jun-24 A	08-Jul-24 A
Notice of Intent to Award Electrical Pkg	04130	0d		11-Jul-24 A
Trade Procure/Submit Electrical Bonds/Insurance	04135	15d	12-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Electrical Pkg	04140	20d	31-Jul-24 A	27-Aug-24
BID/AWARD SUBCONTRACT PACKAGES - BID PACKAGE #2		146d	18-Apr-24 A	10-Mar-25
HVAC PACKAGE		85d	18-Apr-24 A	30-Aug-24
GSS Advertise HVAC Pkg for Bid	03905	20d	18-Apr-24 A	13-May-24 A
HVAC Pkg Bid Period	03910	20d	14-May-24 A	13-Jun-24 A
HVAC Pkg Pre-Bid Meeting	03915	0d		22-May-24 A



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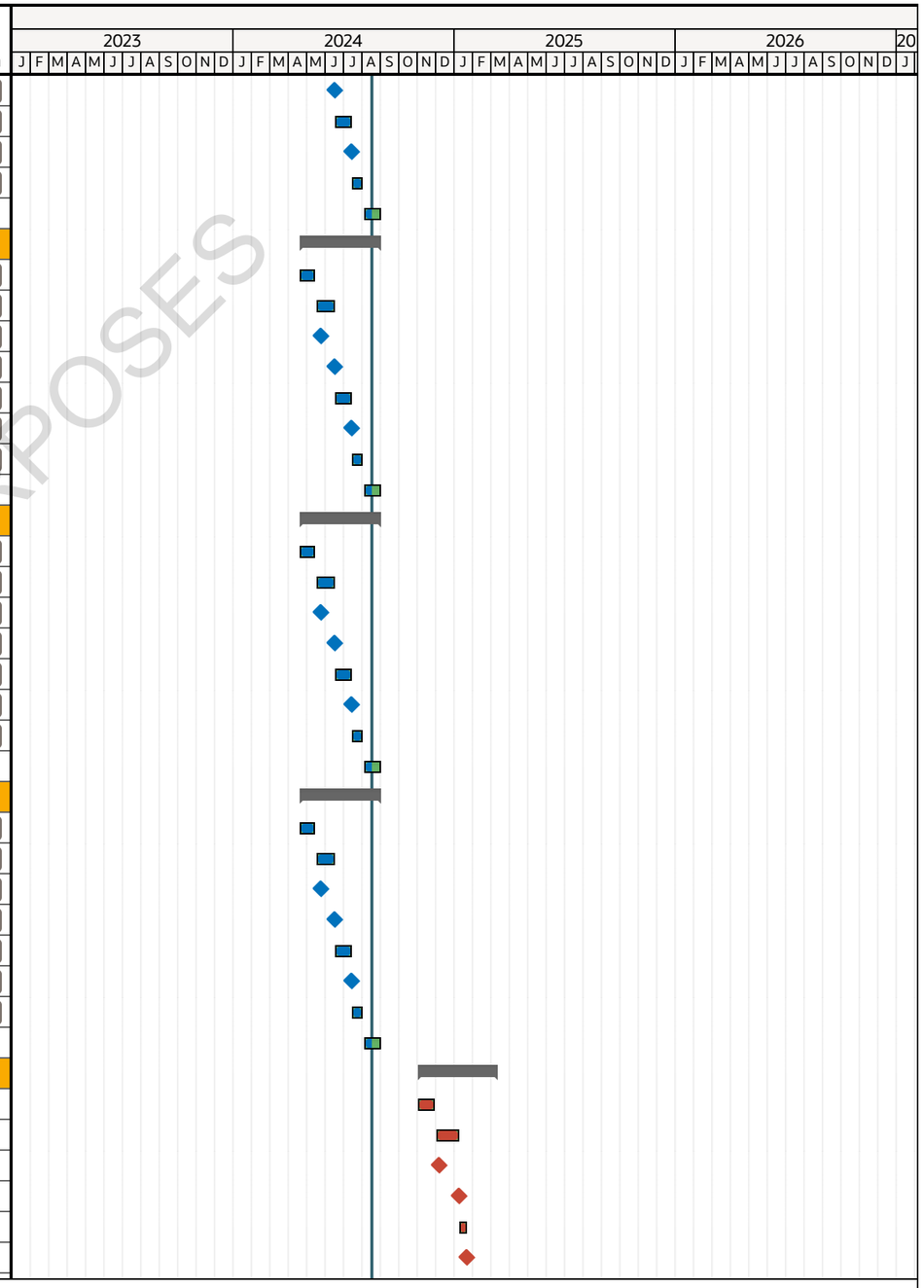
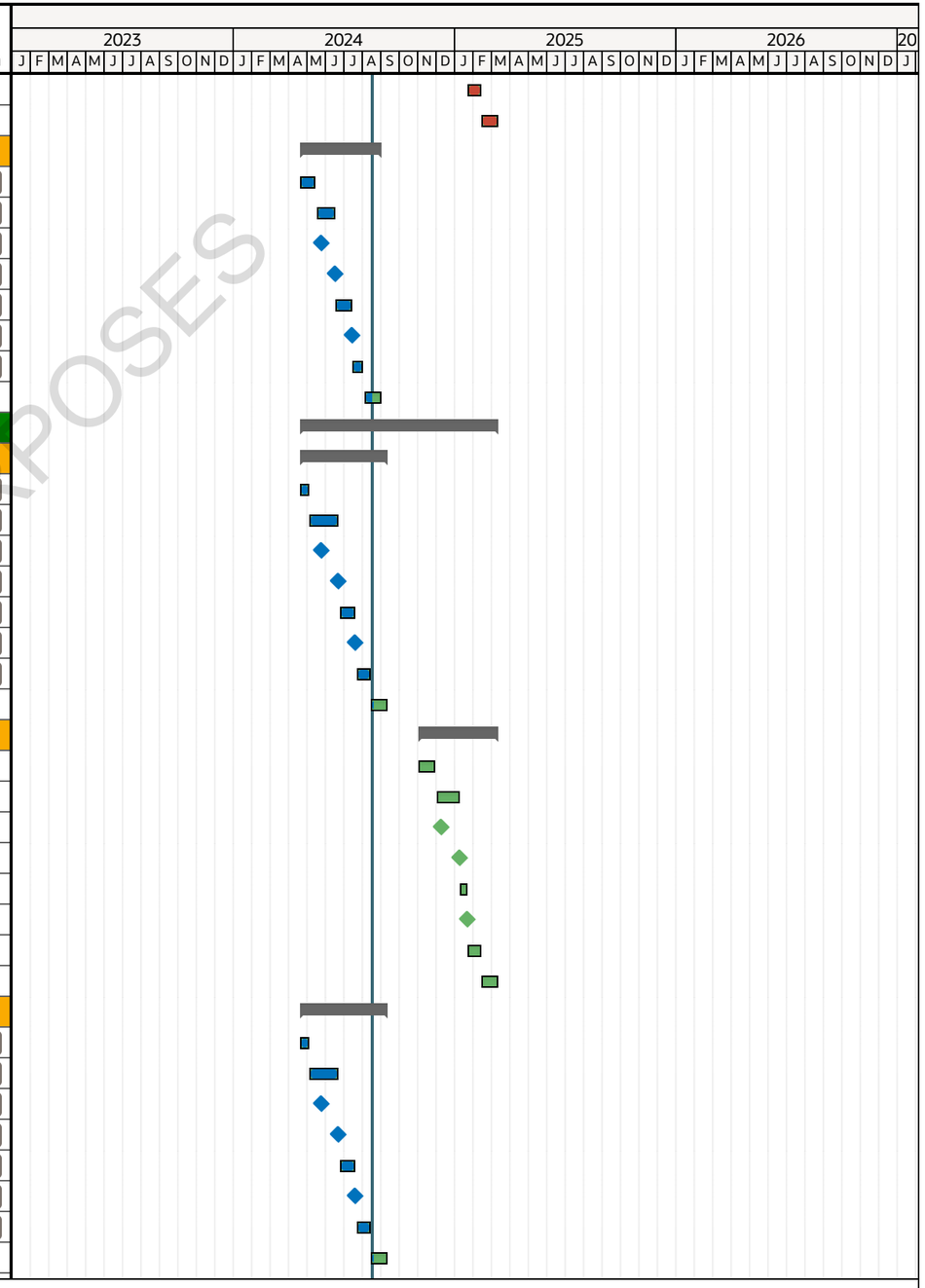
Name	ID	Pla... Du...	Start	Finish
HVAC Bids Due	03920	0d		13-Jun-24 A
Review + De-Scope HVAC Bids	03925	10d	14-Jun-24 A	11-Jul-24 A
Notice of Intent to Award HVAC Pkg	03930	0d		11-Jul-24 A
Trade Procure/Submit HVAC Bonds/Insurance	03935	15d	13-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - HVAC Pkg	03940	20d	01-Aug-24 A	30-Aug-24
FIRE PROTECTION PACKAGE		85d	18-Apr-24 A	30-Aug-24
GSS Advertise Fire Protection Pkg for Bid	04305	20d	18-Apr-24 A	13-May-24 A
Fire Protection Pkg Bid Period	04310	20d	14-May-24 A	13-Jun-24 A
Fire Protection Pkg Pre-Bid Meeting	04315	0d		22-May-24 A
Fire Protection Bids Due	04320	0d		13-Jun-24 A
Review + De-Scope Fire Protection Bids	04325	10d	14-Jun-24 A	12-Jul-24 A
Notice of Intent to Award Fire Protection Pkg	04330	0d		12-Jul-24 A
Trade Procure/Submit Fire Protection Bonds/Insurance	04335	15d	13-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Fire Protection Pkg	04340	20d	01-Aug-24 A	30-Aug-24
MASONRY PACKAGE		85d	18-Apr-24 A	30-Aug-24
GSS Advertise Masonry Pkg for Bid	04505	20d	18-Apr-24 A	13-May-24 A
Masonry Pkg Bid Period	04510	20d	14-May-24 A	13-Jun-24 A
Masonry Pkg Pre-Bid Meeting	04515	0d		22-May-24 A
Masonry Bids Due	04520	0d		13-Jun-24 A
Review + De-Scope Masonry Bids	04525	10d	14-Jun-24 A	11-Jul-24 A
Notice of Intent to Award Masonry Pkg	04530	0d		11-Jul-24 A
Trade Procure/Submit Masonry Bonds/Insurance	04535	15d	13-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Masonry Pkg	04540	20d	01-Aug-24 A	30-Aug-24
FIBER CEMENT SIDING PACKAGE		85d	18-Apr-24 A	30-Aug-24
GSS Advertise Fiber Cement Siding Pkg for Bid	05005	20d	18-Apr-24 A	13-May-24 A
Fiber Cement Siding Pkg Bid Period	05010	20d	14-May-24 A	13-Jun-24 A
Fiber Cement Siding Pkg Pre-Bid Meeting	05015	0d		22-May-24 A
Fiber Cement Siding Bids Due	05020	0d		13-Jun-24 A
Review + De-Scope Fiber Cement Siding Bids	05025	10d	14-Jun-24 A	12-Jul-24 A
Notice of Intent to Award Fiber Cement Siding Pkg	05030	0d		12-Jul-24 A
Trade Procure/Submit Fiber Cement Siding Bonds/Insurance	05035	15d	13-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Fiber Cement Siding Pkg	05040	20d	01-Aug-24 A	30-Aug-24
EXTERIOR WINDOW & DOOR PACKAGE		90d	31-Oct-24	10-Mar-25
GSS Advertise Ext Window/Door Pkg for Bid	05205	20d	31-Oct-24	27-Nov-24
Ext Window/Door Pkg Bid Period	05210	25d	29-Nov-24	06-Jan-25
Ext Window/Door Pkg Pre-Bid Meeting	05215	0d		05-Dec-24
Ext Window/Door Bids Due	05220	0d		06-Jan-25
Review + De-Scope Ext Window/Door Bids	05225	10d	07-Jan-25	20-Jan-25
Notice of Intent to Award Ext Window/Door Pkg	05230	0d		20-Jan-25



NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
Trade Procure/Submit Ext Window/Door Bonds/Insurance	05235	15d	21-Jan-25	10-Feb-25
State Approve / Issue PO - Ext Window/Door Pkg	05240	20d	11-Feb-25	10-Mar-25
ROOFING PACKAGE		85d	18-Apr-24 A	30-Aug-24
GSS Advertise Roofing Pkg for Bid	04905	20d	18-Apr-24 A	13-May-24 A
Roofing Pkg Bid Period	04910	20d	14-May-24 A	13-Jun-24 A
Roofing Pkg Pre-Bid Meeting	04915	0d		22-May-24 A
Roofing Bids Due	04920	0d		13-Jun-24 A
Review + De-Scope Roofing Bids	04925	10d	14-Jun-24 A	12-Jul-24 A
Notice of Intent to Award Roofing Pkg	04930	0d		12-Jul-24 A
Trade Procure/Submit Roofing Bonds/Insurance	04935	15d	13-Jul-24 A	31-Jul-24 A
State Approve / Issue PO - Roofing Pkg	04940	20d	01-Aug-24 A	30-Aug-24
BID/AWARD SUBCONTRACT PACKAGES - BID PACKAGE #3		146d	18-Apr-24 A	10-Mar-25
CARPENTRY-DRYWALL/DFH/MILLWORK/GENERAL WORK PACKAGE		90d	18-Apr-24 A	09-Sep-24
GSS Advertise Drywall-Carp/General Work Pkg for Bid	04605	20d	18-Apr-24 A	02-May-24 A
Drywall-Carpentry/General Work Pkg Bid Period	04610	25d	03-May-24 A	20-Jun-24 A
Drywall-Carpentry/General Work Pkg Pre-Bid Meeting	04615	0d		23-May-24 A
Drywall-Carpentry/General Work Bids Due	04620	0d		20-Jun-24 A
Review + De-Scope Drywall-Carpentry/General Work Bids	04625	10d	21-Jun-24 A	18-Jul-24 A
Notice of Intent to Award Drywall-Carp/General Work Pkg	04630	0d		18-Jul-24 A
Trade Procure/Submit Drywall-Carp/General Work Bonds/Insurance	04635	15d	19-Jul-24 A	12-Aug-24 A
State Approve / Issue PO - Drywall-Carp/General Work Pkg	04640	20d	12-Aug-24 A	09-Sep-24
FOOD SERVICE EQUIPMENT PACKAGE		90d	31-Oct-24	10-Mar-25
GSS Advertise Food Service Equipment Pkg for Bid	04405	20d	31-Oct-24	27-Nov-24
Food Service Equipment Pkg Bid Period	04410	25d	29-Nov-24	06-Jan-25
Food Service Equipment Pkg Pre-Bid Meeting	04415	0d		06-Dec-24
Food Service Equipment Bids Due	04420	0d		06-Jan-25
Review + De-Scope Food Service Equipment Bids	04425	10d	07-Jan-25	20-Jan-25
Notice of Intent to Award Food Service Equipment Pkg	04430	0d		20-Jan-25
Trade Procure/Submit Food Service Equipment Bonds/Insurance	04435	15d	21-Jan-25	10-Feb-25
State Approve / Issue PO - Food Service Equipment Pkg	04440	20d	11-Feb-25	10-Mar-25
PAINT/WALL COVERING PACKAGE		90d	18-Apr-24 A	09-Sep-24
GSS Advertise Paint / Wall Covering Pkg for Bid	05705	20d	18-Apr-24 A	02-May-24 A
Paint / Wall Covering Pkg Bid Period	05710	25d	03-May-24 A	20-Jun-24 A
Paint / Wall Covering Pkg Pre-Bid Meeting	05715	0d		23-May-24 A
Paint / Wall Covering Bids Due	05720	0d		20-Jun-24 A
Review + De-Scope Paint / Wall Covering Bids	05725	10d	21-Jun-24 A	18-Jul-24 A
Notice of Intent to Award Paint / Wall Covering Pkg	05730	0d		18-Jul-24 A
Trade Procure/Submit Paint / Wall Cover Bonds/Insurance	05735	15d	19-Jul-24 A	12-Aug-24 A
State Approve / Issue PO - Paint / Wall Covering Pkg	05740	20d	12-Aug-24 A	09-Sep-24



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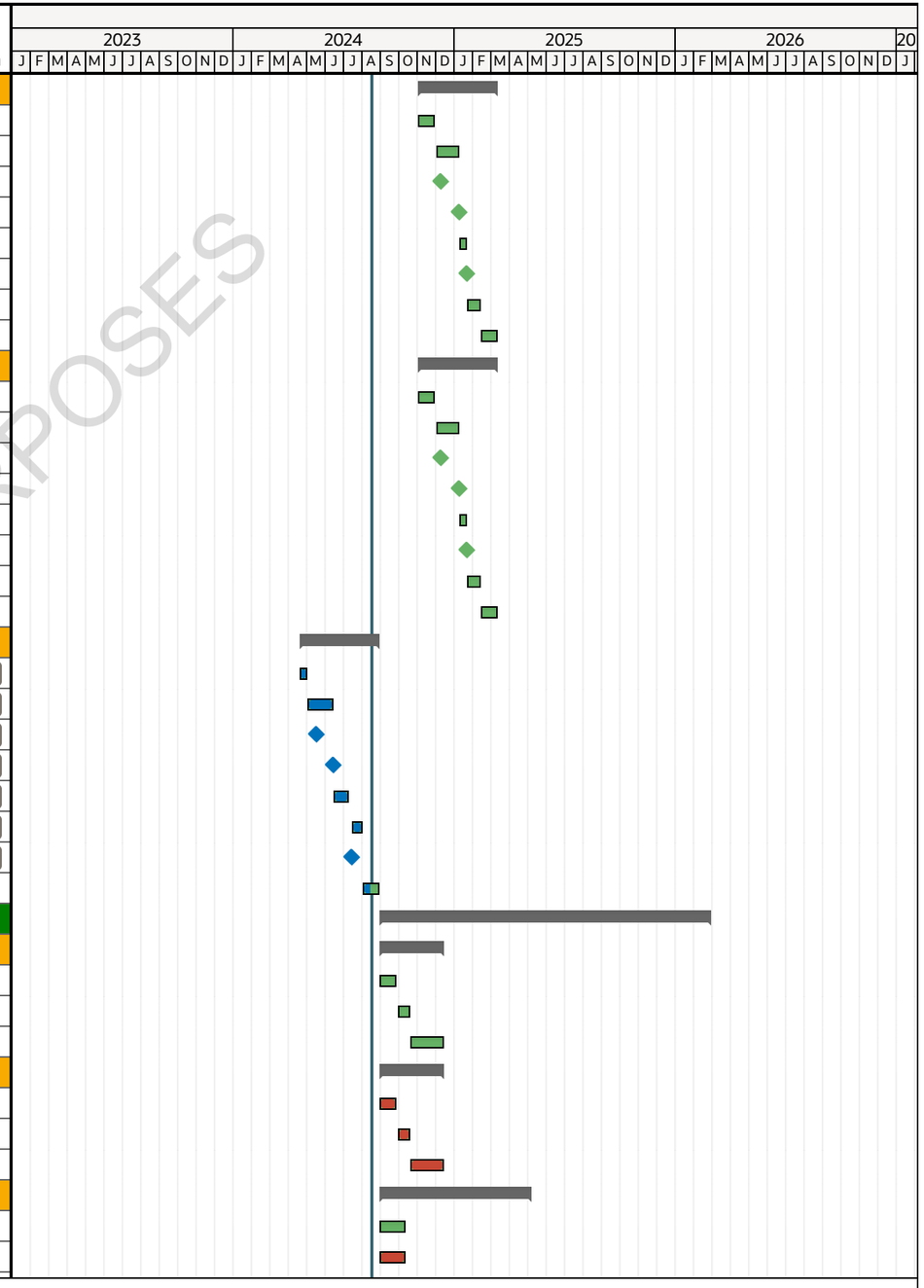
Name	ID	Pla... Du...	Start	Finish
FLOOR COVERING PACKAGE		90d	31-Oct-24	10-Mar-25
GSS Advertise Floor Covering Pkg for Bid	05805	20d	31-Oct-24	27-Nov-24
Floor Covering Pkg Bid Period	05810	25d	29-Nov-24	06-Jan-25
Floor Covering Pkg Pre-Bid Meeting	05815	0d		06-Dec-24
Floor Covering Bids Due	05820	0d		06-Jan-25
Review + De-Scope Floor Covering Bids	05825	10d	07-Jan-25	20-Jan-25
Notice of Intent to Award Floor Covering Pkg	05830	0d		20-Jan-25
Trade Procure/Submit Floor Covering Bonds/Insurance	05835	15d	21-Jan-25	10-Feb-25
State Approve / Issue PO - Floor Covering Pkg	05840	20d	11-Feb-25	10-Mar-25
TILE PACKAGE		90d	31-Oct-24	10-Mar-25
GSS Advertise Tile Pkg for Bid	05405	20d	31-Oct-24	27-Nov-24
Tile Pkg Bid Period	05410	25d	29-Nov-24	06-Jan-25
Tile Pkg Pre-Bid Meeting	05415	0d		06-Dec-24
Tile Bids Due	05420	0d		06-Jan-25
Review + De-Scope Tile Bids	05425	10d	07-Jan-25	20-Jan-25
Notice of Intent to Award Tile Pkg	05430	0d		20-Jan-25
Trade Procure/Submit Tile Bonds/Insurance	05435	15d	21-Jan-25	10-Feb-25
State Approve / Issue PO - Tile Pkg	05440	20d	11-Feb-25	10-Mar-25
SITE FINISH/LANDSCAPING PACKAGE		90d	18-Apr-24 A	27-Aug-24
GSS Advertise Site Finish Pkg for Bid	05905	20d	18-Apr-24 A	29-Apr-24 A
Site Finish Pkg Bid Period	05910	25d	30-Apr-24 A	11-Jun-24 A
Site Finish Pkg Pre-Bid Meeting	05915	0d		14-May-24 A
Site Finish Bids Due	05920	0d		11-Jun-24 A
Review + De-Scope Site Finish Bids	05925	10d	12-Jun-24 A	08-Jul-24 A
Trade Procure/Submit Site Finish Bonds/Insurance	05935	15d	11-Jul-24 A	31-Jul-24 A
Notice of Intent to Award Site Finish Pkg	05930	0d		11-Jul-24 A
State Approve / Issue PO - Site Finish Pkg	05940	20d	31-Jul-24 A	27-Aug-24
MATERIAL/EQUIPMENT PROCURMENT		381d	28-Aug-24	24-Feb-26
EARTHWORK/SITE UTILITY PROCURE MATERIALS		75d	28-Aug-24	12-Dec-24
Prep/Submit Site Utility Piping/Structures	03245	20d	28-Aug-24	25-Sep-24
Review/Approve Site Utility Piping/Structures	03250	15d	26-Sep-24	16-Oct-24
Fabricate/Deliver Site Utility Piping/Structures	03255	40d	17-Oct-24	12-Dec-24
CIP CONCRETE PROCURE MATERIALS		75d	28-Aug-24	12-Dec-24
Prep/Submit Foundation Rebar Shop Dwg's	03345	20d	28-Aug-24	25-Sep-24
Review/Approve Foundation Rebar Shop Dwg's	03350	15d	26-Sep-24	16-Oct-24
Fabricate/Deliver Foundation Rebar	03355	40d	17-Oct-24	12-Dec-24
STRUCTURAL STEEL PROCURE MATERIALS		175d	28-Aug-24	05-May-25
Prep/Submit Stair Shop Dwg's	03460	30d	28-Aug-24	09-Oct-24
Prep/Submit Str'l Steel/Deck Shop Dwg's	03445	30d	28-Aug-24	09-Oct-24



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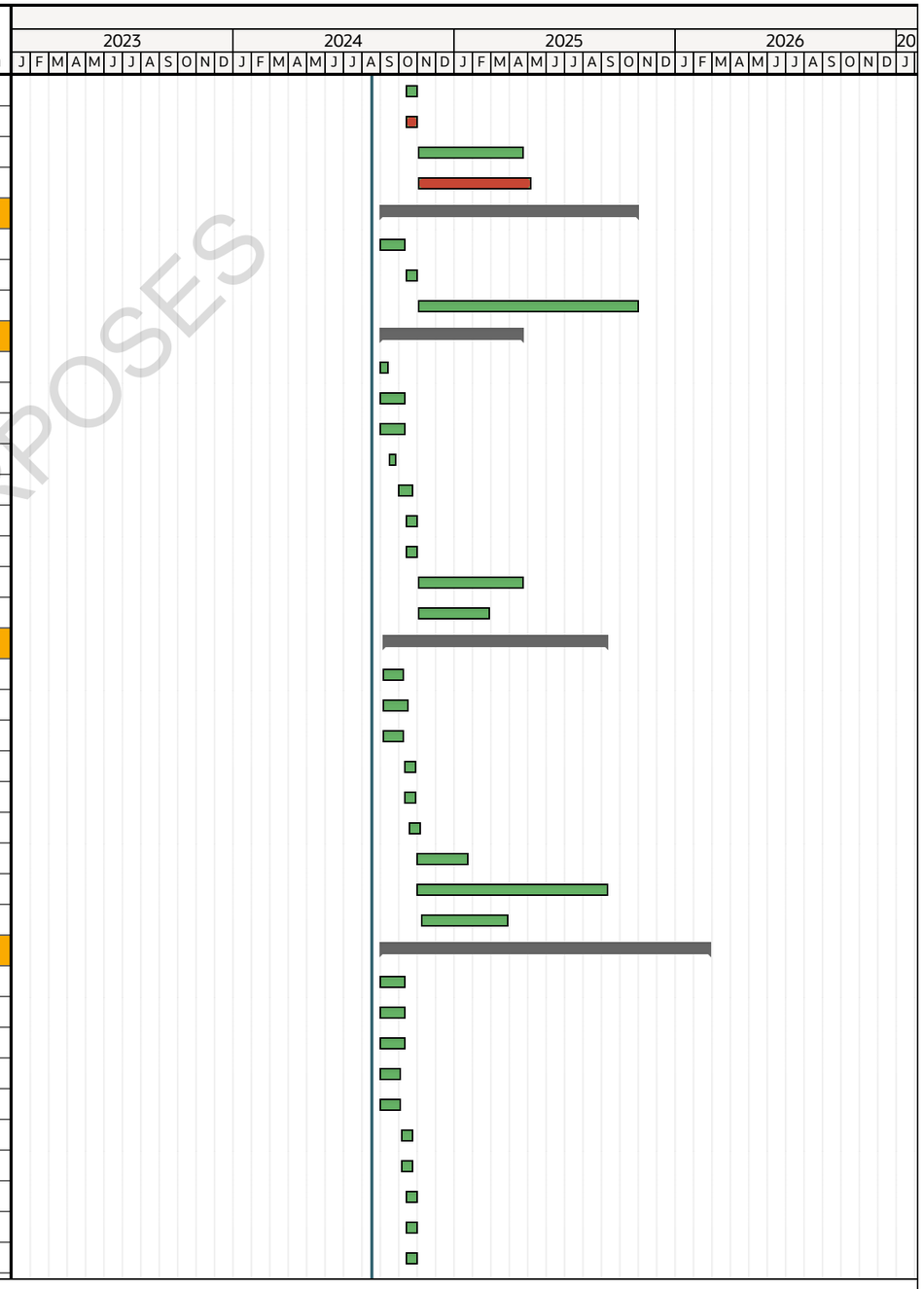
Name	ID	Pla... Du...	Start	Finish
Review/Approve Stair Shop Dwg's	03462	15d	10-Oct-24	30-Oct-24
Review/Approve Str'l Steel/Deck Shop Dwg's	03450	15d	10-Oct-24	30-Oct-24
Fabricate/Deliver Stairs	03466	120d	31-Oct-24	21-Apr-25
Fabricate/Deliver Str'l Steel/Deck	03455	130d	31-Oct-24	05-May-25
ELEVATOR PROCURE MATERIALS		301d	28-Aug-24	30-Oct-25
Prep/Submit Elevator Shop Dwg's	03645	30d	28-Aug-24	09-Oct-24
Review/Approve Elevator Shop Dwg's	03650	15d	10-Oct-24	30-Oct-24
Fabricate/Deliver Elevators	03655	255d	31-Oct-24	30-Oct-25
PLUMBING PROCURE MATERIALS / EQUIPMENT		165d	28-Aug-24	21-Apr-25
Prep/Submit Plumbing Pipe	03745	10d	28-Aug-24	11-Sep-24
Prep/Submit Major Plumbing Equip Shop Dwg's	03760	30d	28-Aug-24	09-Oct-24
Prep/Submit Plumbing Fixtures	03770	30d	28-Aug-24	09-Oct-24
Review/Approve Plumbing Pipe	03750	10d	12-Sep-24	25-Sep-24
Fabricate/Deliver Plumbing Pipe	03755	20d	26-Sep-24	23-Oct-24
Review/Approve Major Plumbing Equip Shop Dwg's	03762	15d	10-Oct-24	30-Oct-24
Review/Approve Plumbing Fixtures	03772	15d	10-Oct-24	30-Oct-24
Fabricate/Deliver Major Plumbing Equipment	03766	120d	31-Oct-24	21-Apr-25
Fabricate/Deliver Plumbing Fixtures	03776	80d	31-Oct-24	24-Feb-25
HVAC PROCURE MATERIALS / EQUIPMENT		261d	03-Sep-24	09-Sep-25
Prep/Submit Auto Temp Controls	03960	25d	03-Sep-24	07-Oct-24
Prep/Submit GRD's	03970	30d	03-Sep-24	14-Oct-24
Prep/Submit Major HVAC Equip Shop Dwg's	03945	25d	03-Sep-24	07-Oct-24
Review/Approve Major HVAC Equip Shop Dwg's	03950	15d	08-Oct-24	28-Oct-24
Review/Approve Auto Temp Controls	03962	15d	08-Oct-24	28-Oct-24
Review/Approve GRD's	03972	15d	15-Oct-24	04-Nov-24
Fabricate/Deliver Auto Temp Control Devices	03966	60d	29-Oct-24	23-Jan-25
Fabricate/Deliver Major HVAC Equip	03955	220d	29-Oct-24	09-Sep-25
Fabricate/Deliver GRD's	03976	100d	05-Nov-24	27-Mar-25
ELECTRICAL PROCURE MATERIALS / EQUIPMENT		381d	28-Aug-24	24-Feb-26
Submit Main Switchgear Shop Drawings	03040	30d	28-Aug-24	09-Oct-24
Submit Emergency Generator Shop Drawings	03140	30d	28-Aug-24	09-Oct-24
Prep/Submit Light Fixtures	04170	30d	28-Aug-24	09-Oct-24
Prep/Submit Fire Alarm	04160	25d	28-Aug-24	02-Oct-24
Prep/Submit Electrical Panels	04145	25d	28-Aug-24	02-Oct-24
Review/Approve Electrical Panels	04150	15d	03-Oct-24	23-Oct-24
Review/Approve Fire Alarm	04162	15d	03-Oct-24	23-Oct-24
Approve Main Switchgear Shop Drawings	03042	15d	10-Oct-24	30-Oct-24
Approve Emergency Generator Shop Drawings	03142	15d	10-Oct-24	30-Oct-24
Review/Approve Light Fixtures	04172	15d	10-Oct-24	30-Oct-24



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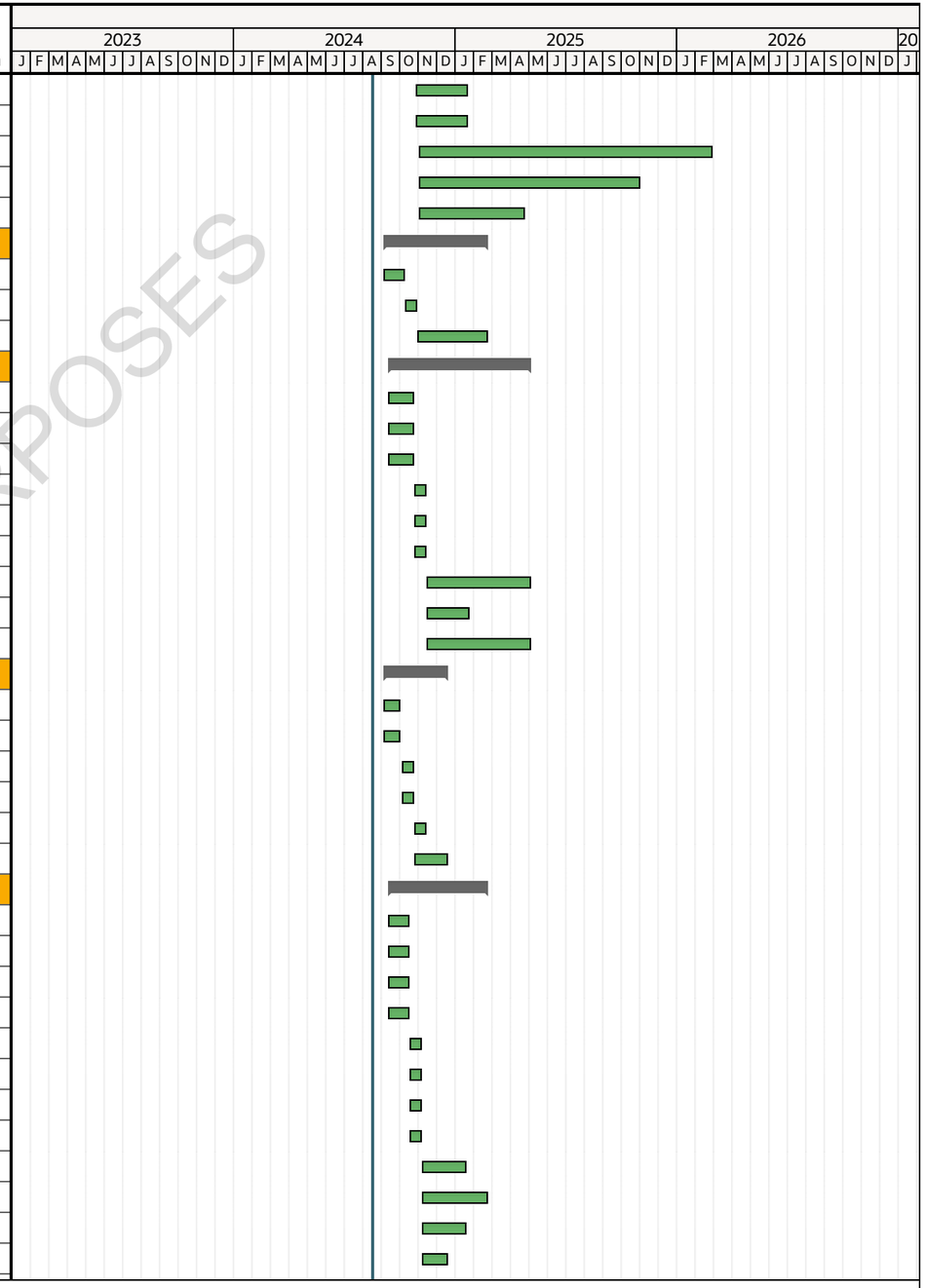
Name	ID	Pla... Du...	Start	Finish
Fabricate/Deliver Electrical Panels	04155	60d	24-Oct-24	20-Jan-25
Fabricate/Deliver Fire Alarm Devices	04166	60d	24-Oct-24	20-Jan-25
Fab/Deliver Emergency Generator	03146	335d	31-Oct-24	24-Feb-26
Fab/Deliver Main Switchgear	03046	255d	31-Oct-24	30-Oct-25
Fabricate/Deliver Light Fixtures	04176	120d	31-Oct-24	21-Apr-25
FIRE PROTECTION PROCURE MATERIALS + EQUIPMENT		120d	03-Sep-24	20-Feb-25
Prep/Submit Fire Protection Equipment	04345	25d	03-Sep-24	07-Oct-24
Review/Approve Fire Protection Equipment	04350	15d	08-Oct-24	28-Oct-24
Fabricate/Deliver Fire Protection Equipment	04355	80d	29-Oct-24	20-Feb-25
HARDWARE - HOLLOW METAL - DOOR PROCURE MATERIALS		165d	10-Sep-24	01-May-25
Prep/Submit HM Door Frames	04460	30d	10-Sep-24	21-Oct-24
Prep/Submit Doors	04470	30d	10-Sep-24	21-Oct-24
Prep/Submit Finish Hardware	04445	30d	10-Sep-24	21-Oct-24
Review/Approve Doors	04472	15d	22-Oct-24	11-Nov-24
Review/Approve HM Door Frames	04462	15d	22-Oct-24	11-Nov-24
Review/Approve Finish Hardware	04450	15d	22-Oct-24	11-Nov-24
Fabricate/Deliver Finish Hardware	04455	120d	12-Nov-24	01-May-25
Fabricate/Deliver HM Door Frames	04466	50d	12-Nov-24	23-Jan-25
Fabricate/Deliver Doors	04476	120d	12-Nov-24	01-May-25
MASONRY PROCURE MATERIALS		75d	03-Sep-24	17-Dec-24
Prep/Submit Concrete Masonry Units	04545	20d	03-Sep-24	30-Sep-24
Prep/Submit Brick Masonry Units	04560	20d	03-Sep-24	30-Sep-24
Review/Approve Concrete Masonry Units	04550	15d	01-Oct-24	21-Oct-24
Review/Approve Brick Masonry Units	04562	15d	01-Oct-24	21-Oct-24
Fabricate/Deliver Concrete Masonry Units	04555	15d	22-Oct-24	11-Nov-24
Fabricate/Deliver Brick Masonry Units	04566	40d	22-Oct-24	17-Dec-24
CARPENTRY - DRYWALL PROCURE MATEIALS		115d	10-Sep-24	20-Feb-25
Prep/Submit Acoustic Ceilings	04780	25d	10-Sep-24	14-Oct-24
Prep/Submit Str'l Framing Members	04645	25d	10-Sep-24	14-Oct-24
Prep/Submit LG Framing Members	04660	25d	10-Sep-24	14-Oct-24
Prep/Submit Drywall/Finsh	04770	25d	10-Sep-24	14-Oct-24
Review/Approve Drywall/Finish	04772	15d	15-Oct-24	04-Nov-24
Review/Approve LG Framing Members	04662	15d	15-Oct-24	04-Nov-24
Review/Approve Str'l Framing Members	04650	15d	15-Oct-24	04-Nov-24
Review/Approve Acoustic Ceilings	04782	15d	15-Oct-24	04-Nov-24
Fabricate/Deliver Str'l Framing Members	04655	50d	05-Nov-24	16-Jan-25
Fabricate/Deliver Acoustic Ceilings	04786	75d	05-Nov-24	20-Feb-25
Fabricate/Deliver LG Framing Members	04666	50d	05-Nov-24	16-Jan-25
Fabricate/Deliver Drywall/Finish	04776	30d	05-Nov-24	17-Dec-24



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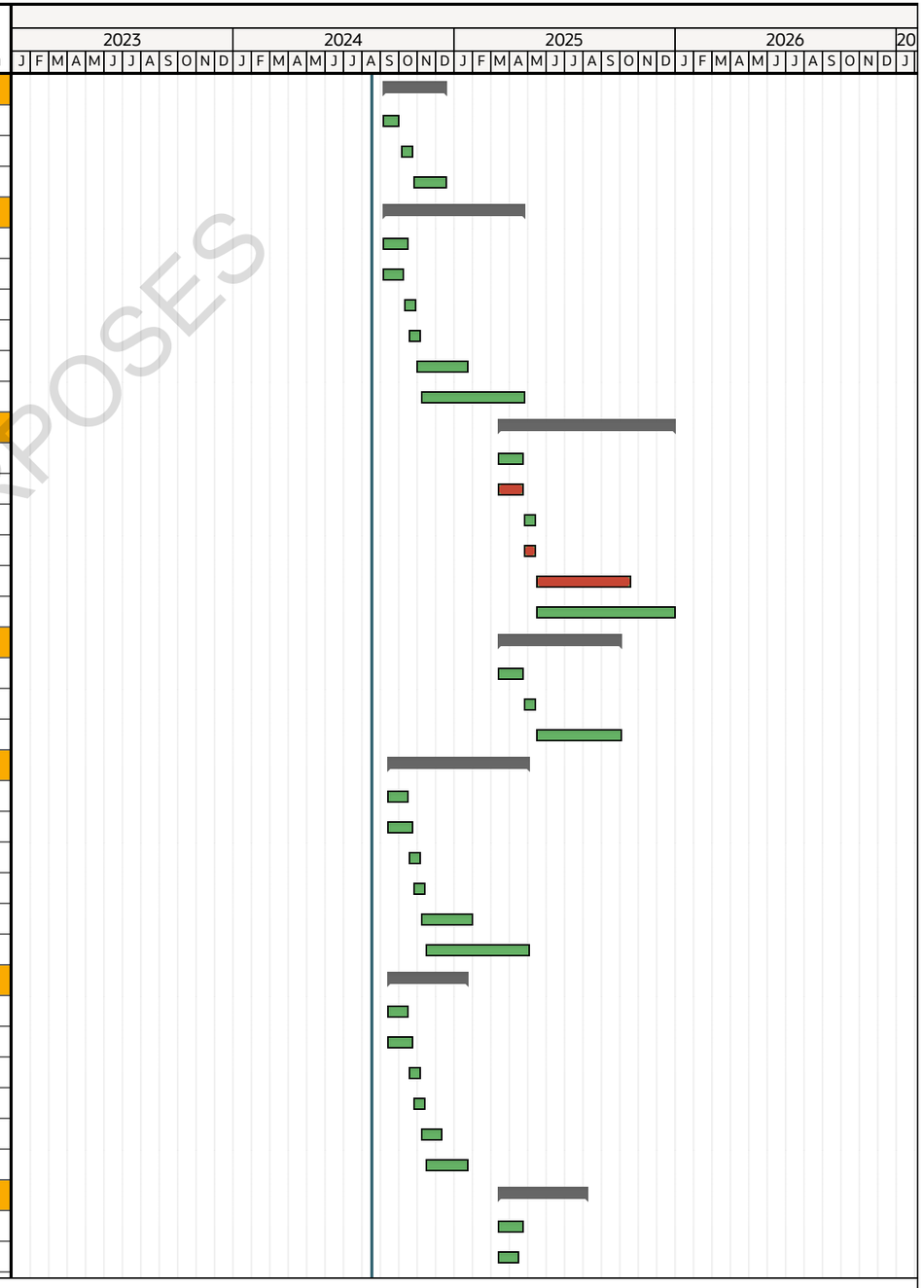
Name	ID	Pla... Du...	Start	Finish
ROOFING PROCURE MATERIALS		75d	03-Sep-24	17-Dec-24
Prep/Submit Roofing	04945	20d	03-Sep-24	30-Sep-24
Review/Approve Roofing	04950	15d	01-Oct-24	21-Oct-24
Fabricate/Deliver Roofing	04955	40d	22-Oct-24	17-Dec-24
FIBER CEMENT SIDING PROCURE MATERIALS		165d	03-Sep-24	24-Apr-25
Prep/Submit Rainscreen Wall System	05145	30d	03-Sep-24	14-Oct-24
Prep/Submit Fiber Cement Siding	05045	25d	03-Sep-24	07-Oct-24
Review/Approve Fiber Cement Siding	05050	15d	08-Oct-24	28-Oct-24
Review/Approve Rainscreen Wall System	05150	15d	15-Oct-24	04-Nov-24
Fabricate/Deliver Fiber Cement Siding	05055	60d	29-Oct-24	23-Jan-25
Fabricate/Deliver Rainscreen Wall System	05155	120d	05-Nov-24	24-Apr-25
EXTERIOR WINDOW & DOOR PROCURE MATERIALS		206d	11-Mar-25	29-Dec-25
Prep/Submit Aluminum Storefront System	05260	30d	11-Mar-25	21-Apr-25
Prep/Submit Punched Windows	05245	30d	11-Mar-25	21-Apr-25
Review/Approve Aluminum Storefront System	05262	15d	22-Apr-25	12-May-25
Review/Approve Punched Windows	05250	15d	22-Apr-25	12-May-25
Fabricate/Deliver Punched Windows	05255	110d	13-May-25	16-Oct-25
Fabricate/Deliver Aluminum Storefront System	05266	160d	13-May-25	29-Dec-25
TILE PROCURE MATERIAL		146d	11-Mar-25	02-Oct-25
Prep/Submit Tile	05445	30d	11-Mar-25	21-Apr-25
Review/Approve Tile	05450	15d	22-Apr-25	12-May-25
Fabricate/Deliver Tile	05455	100d	13-May-25	02-Oct-25
MILLWORK PROCURE MATERIALS		165d	10-Sep-24	01-May-25
Prep/Submit Running Trim	05545	25d	10-Sep-24	14-Oct-24
Prep/Submit Cabinets/Tops	05560	30d	10-Sep-24	21-Oct-24
Review/Approve Running Trim	05550	15d	15-Oct-24	04-Nov-24
Review/Approve Cabinets/Tops	05562	15d	22-Oct-24	11-Nov-24
Fabricate/Deliver Running Trim	05555	60d	05-Nov-24	30-Jan-25
Fabricate/Deliver Cabinets/Tops	05566	120d	12-Nov-24	01-May-25
PAINT/WALL COVERING PROCURE MATERIALS		95d	10-Sep-24	23-Jan-25
Prep/Submit Paint	05745	25d	10-Sep-24	14-Oct-24
Prep/Submit Wall Coverings	05760	30d	10-Sep-24	21-Oct-24
Review/Approve Paint	05750	15d	15-Oct-24	04-Nov-24
Review/Approve Wall Coverings	05762	15d	22-Oct-24	11-Nov-24
Fabricate/Deliver Paint	05755	25d	05-Nov-24	10-Dec-24
Fabricate/Deliver Wall Coverings	05766	50d	12-Nov-24	23-Jan-25
FLOOR COVERING PROCURE MATERIALS		106d	11-Mar-25	06-Aug-25
Prep/Submit Carpet	05860	30d	11-Mar-25	21-Apr-25
Prep/Submit Resilient Flooring	05845	25d	11-Mar-25	14-Apr-25



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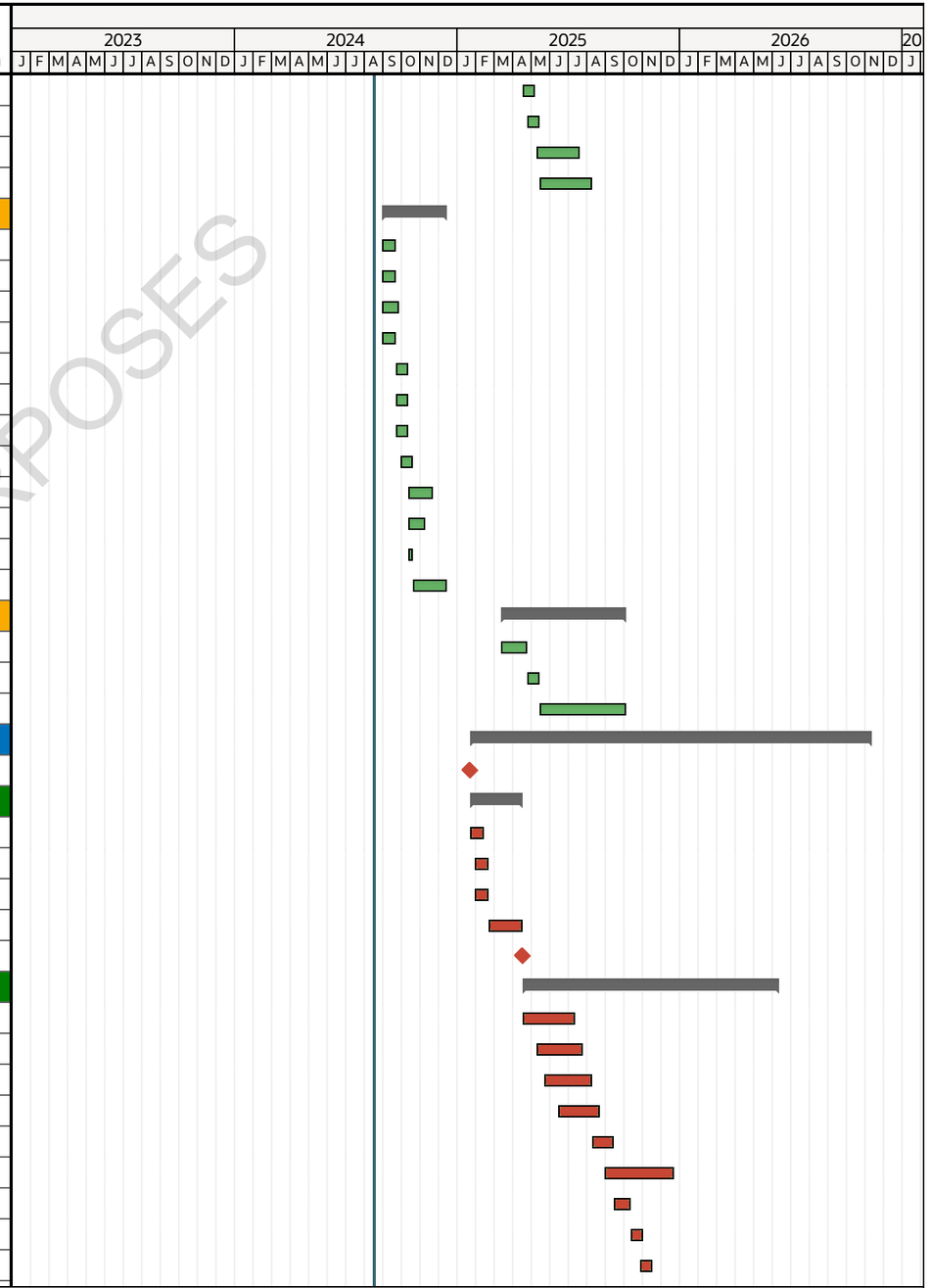
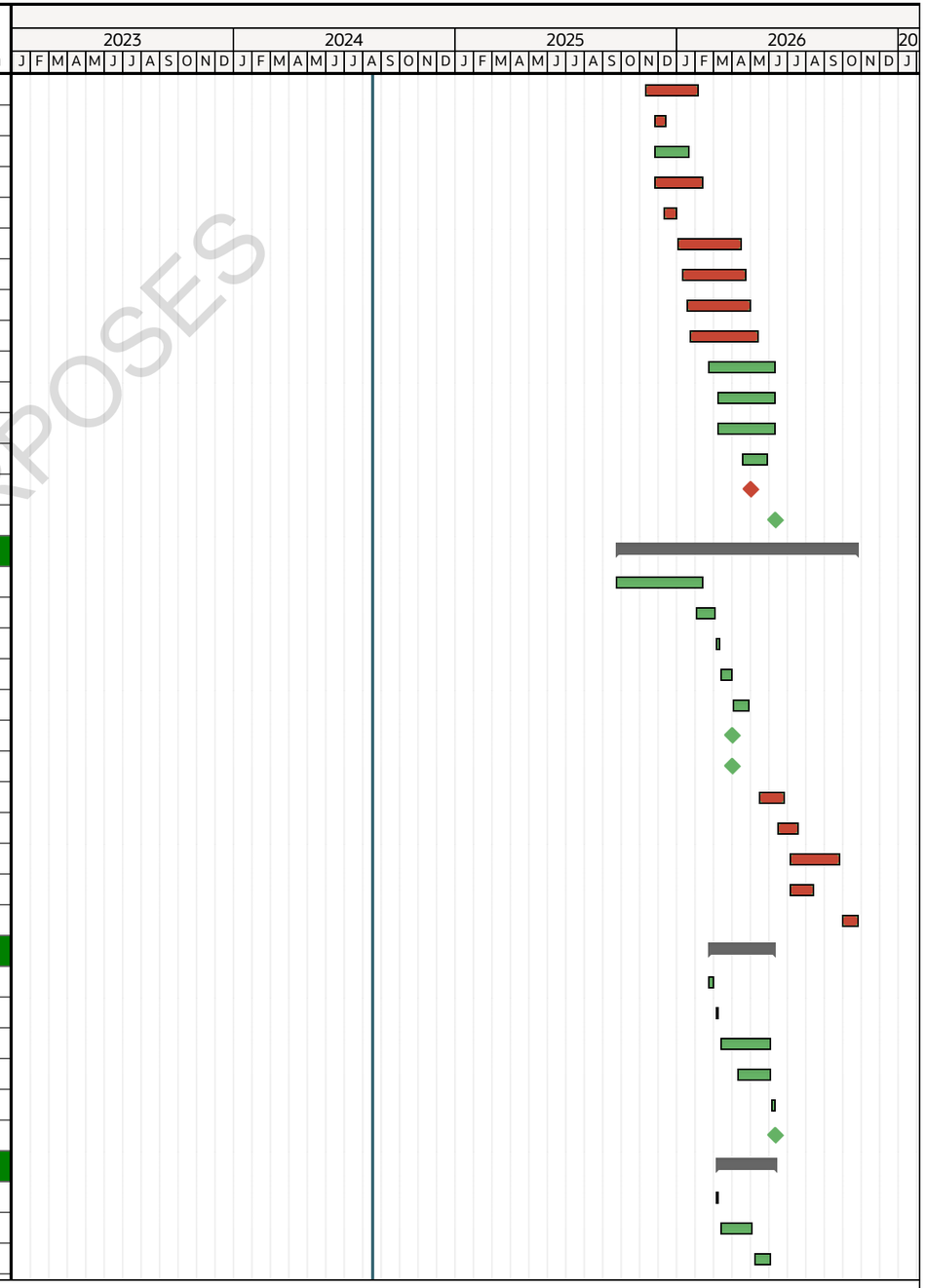
Name	ID	Pla... Du...	Start	Finish
Review/Approve Resilient Flooring	05850	15d	15-Apr-25	05-May-25
Review/Approve Carpet	05862	15d	22-Apr-25	12-May-25
Fabricate/Deliver Resilient Flooring	05855	50d	06-May-25	16-Jul-25
Fabricate/Deliver Carpet	05866	60d	13-May-25	06-Aug-25
SITE FINISH/LANDSCAPING PROCURE MATERIALS		75d	28-Aug-24	12-Dec-24
Prep/Submit Asphalt Paving	05970	15d	28-Aug-24	18-Sep-24
Prep/Submit Landscaping	05980	15d	28-Aug-24	18-Sep-24
Prep/Submit Site Pavers	05960	20d	28-Aug-24	25-Sep-24
Prep/Submit Site Concrete Mix/Rebar	05945	15d	28-Aug-24	18-Sep-24
Review/Approve Site Concrete Mix/Rebar	05950	15d	19-Sep-24	09-Oct-24
Review/Approve Landscaping	05982	15d	19-Sep-24	09-Oct-24
Review/Approve Asphalt Paving	05972	15d	19-Sep-24	09-Oct-24
Review/Approve Site Pavers	05962	15d	26-Sep-24	16-Oct-24
Fabricate/Deliver Landsaping	05986	30d	10-Oct-24	20-Nov-24
Fabricate/Deliver Site Concrete Mix/Rebar	05955	20d	10-Oct-24	06-Nov-24
Fabricate/Deliver Asphalt Paving	05976	5d	10-Oct-24	16-Oct-24
Fabricate/Deliver Site Pavers	05966	40d	17-Oct-24	12-Dec-24
FOOD SERVICE EQUIPMENT PROCURE MATERIALS		146d	11-Mar-25	02-Oct-25
Prep/Submit Food Service Equipment	20120	30d	11-Mar-25	21-Apr-25
Review/Approve Food Service Equipment	20125	15d	22-Apr-25	12-May-25
Fabricate/Deliver Food Service Equipment	20130	100d	13-May-25	02-Oct-25
CONSTRUCTION		464d	21-Jan-25	10-Nov-26
Commence Field Operations	10000	0d	21-Jan-25	
MOBILIZATION / SITE PREPARATION		60d	21-Jan-25	14-Apr-25
Field Mobilization	10100	15d	21-Jan-25	10-Feb-25
Establish Erosion Controls	10110	15d	28-Jan-25	17-Feb-25
Field Survey / Construction Fencing	10105	15d	28-Jan-25	17-Feb-25
Cut/Fill Site + Prep Building Pad	10115	40d	18-Feb-25	14-Apr-25
Building Pad Ready for Foundation Concrete	10120	0d	15-Apr-25	
FOUNDATIONS, SUPERSTRUCTURE + BUILDING ENCLOSURE		297d	15-Apr-25	10-Jun-26
Foundation Concrete	10300	60d	15-Apr-25	09-Jul-25
U/G Plumbing	10310	55d	06-May-25	23-Jul-25
Stone + Compact for SOG	10315	55d	20-May-25	06-Aug-25
In-Slab Electric Conduits	10320	50d	11-Jun-25	20-Aug-25
Prep/Pour Slab-on-Grade	10325	25d	07-Aug-25	11-Sep-25
Erect/Detail Steel + Decking	10400	80d	28-Aug-25	19-Dec-25
CMU Masonry Elevator Shaft	10330	20d	12-Sep-25	09-Oct-25
Lvl 2- Deck Sleeves + Inserts	10405	15d	10-Oct-25	30-Oct-25
Lvl 2- Prep/Pour Slab-on Deck	10410	15d	24-Oct-25	13-Nov-25



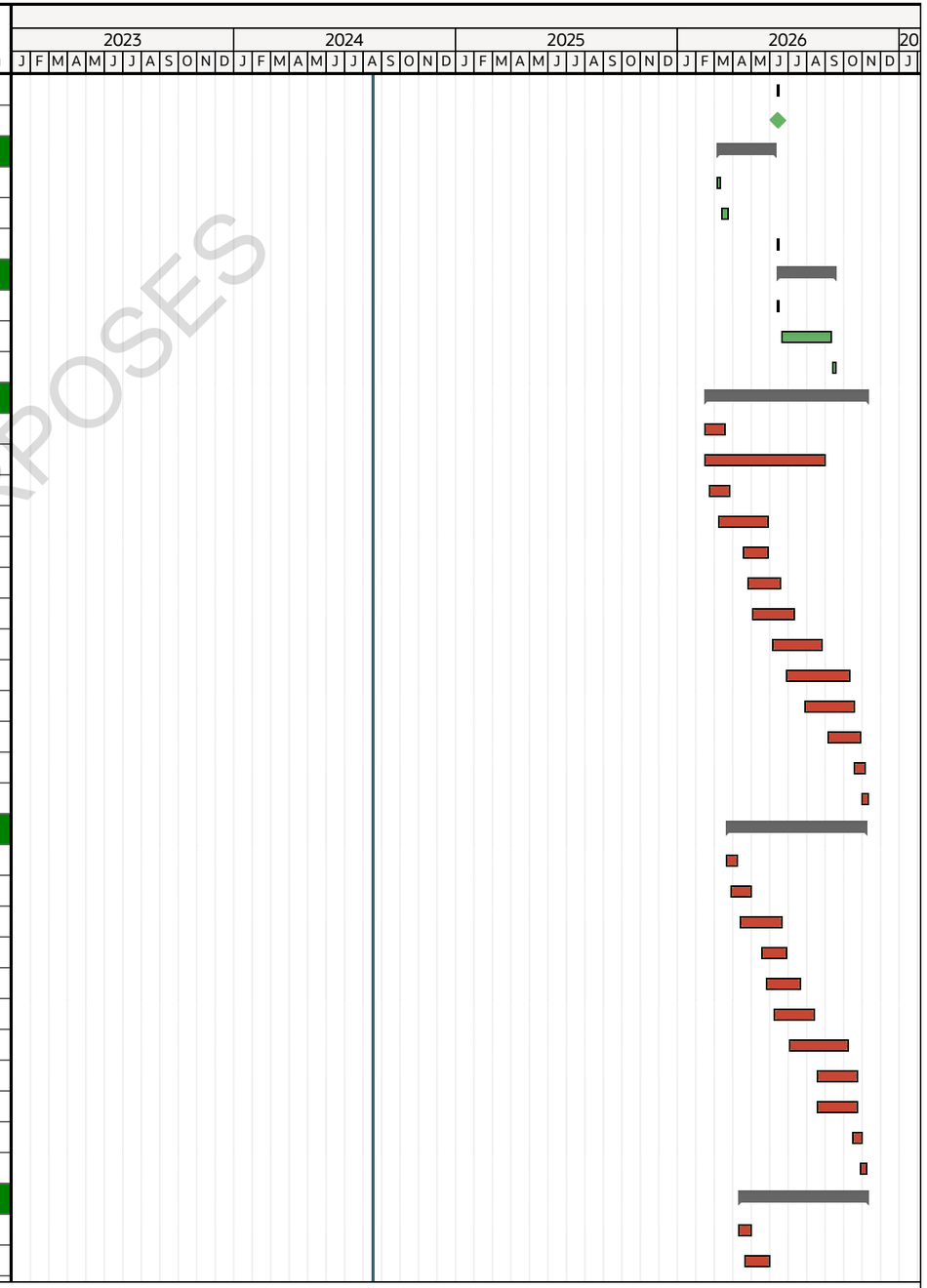
NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
Spray Fireproofing Exterior Columns & Beams	10550	60d	07-Nov-25	03-Feb-26
Lvl 3 - Deck Sleeves + Inserts	A1030	15d	21-Nov-25	12-Dec-25
Stairs	10415	40d	21-Nov-25	20-Jan-26
Main Field Roofing	10500	55d	21-Nov-25	10-Feb-26
Lvl 3 - Prep/Pour Slab-on Deck	A1035	15d	08-Dec-25	29-Dec-25
Exterior Str'l Wall / Parapet Framing	10555	75d	30-Dec-25	14-Apr-26
Exterior Wall Sheathing	10560	75d	07-Jan-26	21-Apr-26
Exterior Punched Windows	10565	75d	14-Jan-26	28-Apr-26
Exterior Brick Veneer	10650	80d	21-Jan-26	12-May-26
Storefront + Entry Systems	10660	80d	18-Feb-26	10-Jun-26
Exterior Fiber Cement Siding	10670	70d	04-Mar-26	10-Jun-26
Exterior Rianscreen Wall system	10700	70d	04-Mar-26	10-Jun-26
Complete Parapet Roofing + Coping	10680	30d	15-Apr-26	27-May-26
Building Weather Tight	10570	0d		28-Apr-26
Exterior Facade Systems Complete	10750	0d		10-Jun-26
SITEWORK		282d	19-Sep-25	26-Oct-26
Site Utility Piping + Structures	11000	100d	19-Sep-25	10-Feb-26
U/G Primary Ductbanks (Txfmer + Generator)	11100	22d	30-Jan-26	02-Mar-26
Prep/Pour Main Transformer Pad	11150	5d	03-Mar-26	09-Mar-26
Rig/Set Main Transformer, Pull Cable + Terminate	11160	15d	10-Mar-26	30-Mar-26
Landscaping, Site Signage	11355	21d	30-Mar-26	27-Apr-26
Winter Weather Constraint	11345	0d	30-Mar-26	
Main Transformer Energized	11170	0d		30-Mar-26
Site Grading	11300	30d	13-May-26	24-Jun-26
Concrete Curbs + Walkways	11310	25d	11-Jun-26	16-Jul-26
Hardscaping	11330	60d	02-Jul-26	25-Sep-26
Base Paving	11320	30d	02-Jul-26	13-Aug-26
Finish Paving + Striping	11350	21d	28-Sep-26	26-Oct-26
LEVEL 1, AREA B - MAIN ELECTRICAL ROOM		79d	18-Feb-26	08-Jun-26
L1B Equip Rms- Frame/GWB/Tape Electrical + Mechanical Walls	12000	8d	18-Feb-26	27-Feb-26
L1B Elec Rm- Prep/Pour Electric Equip Pads	12050	5d	02-Mar-26	06-Mar-26
L1B Elec Rm- Main Elec Equipment, Tie-In Conduit + Terminate	12060	60d	09-Mar-26	01-Jun-26
L1B Elec Rm- Pull Cable + Terminate Main Transformer	12065	40d	06-Apr-26	01-Jun-26
L1B Elec Rm- Test Main Electrical Equipment	12070	5d	02-Jun-26	08-Jun-26
L1B Elec Rm- Power Available, Main Electrical Equipment	12075	0d		08-Jun-26
LEVEL 1, AREA B - MAIN MECHANICAL ROOM		74d	02-Mar-26	11-Jun-26
L1B Mech Rm- Prep/Pour Plumbing Equip Pads	12300	5d	02-Mar-26	06-Mar-26
L1B Mech Rm- Set/Pipe Main Plumbing Equipment	12305	40d	09-Mar-26	01-May-26
L1B Mech Rm- Wire/Terminate Main Plumbing Equipment	12310	20d	04-May-26	01-Jun-26



NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
L1B Mech Rm- Fill/Flush Main Plumbing Equipment	12315	3d	09-Jun-26	11-Jun-26
L1B Mech Rm- Main Plumbing Equip Operational	12320	0d		11-Jun-26
EMERGENCY GENERATOR		72d	03-Mar-26	10-Jun-26
Prep/Pour Emergency Generator Equip Pad	13000	5d	03-Mar-26	09-Mar-26
Set Emergency Generator, Cable + Terminate	13005	10d	10-Mar-26	23-Mar-26
Start-Up + Test Emergency Generator	13010	2d	09-Jun-26	10-Jun-26
ELEVATORS		70d	09-Jun-26	16-Sep-26
Elev 1+2- Run Power + Terminate Elevator Panel	13500	5d	09-Jun-26	15-Jun-26
Elev 1+2- Install Elevators 1+2 (3-Stop)	13505	60d	16-Jun-26	09-Sep-26
Elev 1+2- Test/Adjust Elevators	13510	5d	10-Sep-26	16-Sep-26
LEVEL 1 ROUGH-IN + FINISH		193d	11-Feb-26	10-Nov-26
L1- Layout + Top Track	14000	25d	11-Feb-26	17-Mar-26
L1- Allow Construction Access thru Lobby	14050	142d	11-Feb-26	31-Aug-26
L1- Spray Fireproofing	14005	25d	18-Feb-26	24-Mar-26
L1- Rough-In OVHD MEPS Systems	14010	60d	04-Mar-26	27-May-26
L1- HM Frames + Erect Partition Framing	14015	30d	15-Apr-26	27-May-26
L1- Rough In-Wall MEP Systems	14020	40d	22-Apr-26	17-Jun-26
L1- Hang/Tape Partition GWB	14025	50d	29-Apr-26	10-Jul-26
L1- Resident Unit/Corridor + Common Area Finishes	14030	60d	01-Jun-26	24-Aug-26
L1- Back-of-House/Corridor Finishes	14035	75d	25-Jun-26	09-Oct-26
L1- Kitchen/Food Service Finishes	14040	60d	24-Jul-26	16-Oct-26
L1- Lobby Finishes	14055	40d	01-Sep-26	27-Oct-26
L1- Trade Clean Up + Preliminary Punch	14060	15d	14-Oct-26	03-Nov-26
L1- Initial Walk-Thru Inspections + Issue Punch List	14065	10d	28-Oct-26	10-Nov-26
LEVEL 2 ROUGH-IN + FINISH		166d	18-Mar-26	06-Nov-26
L2- Layout + Top Track	14500	15d	18-Mar-26	07-Apr-26
L2- Spray Fireproofing	14505	25d	25-Mar-26	28-Apr-26
L2- Rough-In OVHD MEPS Systems	14510	50d	10-Apr-26	19-Jun-26
L2- HM Frames + Erect Partition Framing	14515	30d	15-May-26	26-Jun-26
L2- Rough In-Wall MEP Systems	14520	40d	22-May-26	20-Jul-26
L2- Hang/Tape Partition GWB	14525	50d	04-Jun-26	13-Aug-26
L2- Resident Unit/Corridor + Common Area Finishes	14530	70d	29-Jun-26	06-Oct-26
L2- Back-of-House/Corridor Finishes	14535	50d	14-Aug-26	23-Oct-26
L2- Auditorium Finishes	14540	50d	14-Aug-26	23-Oct-26
L2- Trade Clean Up + Preliminary Punch	14545	15d	12-Oct-26	30-Oct-26
L2- Initial Walk-Thru Inspections + Issue Punch List	14550	10d	26-Oct-26	06-Nov-26
LEVEL 3 ROUGH-IN + FINISH		153d	08-Apr-26	10-Nov-26
L3- Layout + Top Track	15000	15d	08-Apr-26	28-Apr-26
L3- Spray Fireproofing	15005	30d	17-Apr-26	29-May-26



NOT FOR BIDDING PURPOSES

Name	ID	Pla... Du...	Start	Finish
L3- Rough-In OVHD MEPS Systems	15010	60d	01-May-26	27-Jul-26
L3- HM Frames + Erect Partition Framing	15015	30d	08-Jun-26	20-Jul-26
L3- Rough In-Wall MEP Systems	15020	40d	15-Jun-26	10-Aug-26
L3- Hang/Tape Partition GWB	15025	50d	22-Jun-26	31-Aug-26
L3- Resident Unit/Corridor + Common Area Finishes	15030	70d	21-Jul-26	27-Oct-26
L3- Back-of-House/Corridor Finishes	15035	50d	18-Aug-26	27-Oct-26
L3- Trade Clean Up + Preliminary Punch	15040	15d	14-Oct-26	03-Nov-26
L3- Initial Walk-Thru Inspections + Issue Punch List	15045	10d	28-Oct-26	10-Nov-26
PROJECT COMPLETION		59d	21-Oct-26	14-Jan-27
Final HVAC + Plumbing Inspections	20010	15d	21-Oct-26	10-Nov-26
Final Life Safety Inspections	20000	15d	21-Oct-26	10-Nov-26
Final Electrical Inspections	20005	15d	21-Oct-26	10-Nov-26
Final DOH Inspections	20015	15d	21-Oct-26	10-Nov-26
Project Substantial Completion (6/29/2026)	20100	0d		10-Nov-26
Perform Final Punch List Work	20105	40d	11-Nov-26	08-Jan-27
FF+E / Owner Move-in	20112	44d	11-Nov-26	14-Jan-27
Final Walk-Thru Inspections	20110	10d	31-Dec-26	14-Jan-27
Project Completion	20115	0d		14-Jan-27

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT #18396-4A
NEW DELAWARE HOME FOR THE CHRONICALLY ILL
SMYRNA, DELAWARE 19977

SECTION 00 41 13
Package H – Aluminum & Glass

BID FORM

For Bids Due: _____ **To:** State of Delaware
Division of Facilities Management
Haslet Armory
122 Martin Luther King Jr. Blvd
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCES

Allowances conform to applicable project specification section. Refer to specifications section 01 21 00 – Allowances for a complete description of the following Allowances to be included in the Base Bid. Any unused portion of allowances remaining at the end of the project are to be returned to the Owner via Change Order.

ALLOWANCE No. 1: Provide a contingency allowance of Eighty Thousand Dollars ($80,000.00) in the Base Bid.

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications section 01 23 00 – Alternates for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed-out part that does not apply.

ALTERNATE No. 7: Add the covered porches and associated electrical work

Add: _____
($)

NOT FOR BIDDING PURPOSES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BIDDING PURPOSES

BID FORM

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.

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax-payer ID # or Delaware Business license #
1. Aluminum & Glass			
A.			
B.			
C.			

NOT FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract #18396-4A 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.

NOT FOR BIDDING PURPOSES

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 _____.

NOT FOR BIDDING PURPOSES

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT #18396-4A
NEW DELAWARE HOME FOR THE CHRONICALLY ILL
SMYRNA, DELAWARE 19977

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.

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT #18396-4A
NEW DELAWARE HOME FOR THE CHRONICALLY ILL
SMYRNA, DELAWARE 19977

SECTION 00 41 13
Package K – Food Service

BID FORM

For Bids Due: _____ **To:** State of Delaware
Division of Facilities Management
Haslet Armory
122 Martin Luther King Jr. Blvd
Dover, DE 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCES

Allowances conform to applicable project specification section. Refer to specifications section 01 21 00 – Allowances for a complete description of the following Allowances to be included in the Base Bid. Any unused portion of allowances remaining at the end of the project are to be returned to the Owner via Change Order.

ALLOWANCE No. 1: Provide a contingency allowance of Fifty Thousand Dollars ($50,000.00) in the Base Bid.

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT #18396-4A
NEW DELAWARE HOME FOR THE CHRONICALLY ILL
SMYRNA, DELAWARE 19977

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BIDDING PURPOSES

BID FORM

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.

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax-payer ID # or Delaware Business license #
1. Installation			
A.			
B.			
C.			

NOT FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract #18396C have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

NOT FOR BIDDING PURPOSES

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

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 _____.

NOT FOR BIDDING PURPOSES

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT #18396-4A
NEW DELAWARE HOME FOR THE CHRONICALLY ILL
SMYRNA, DELAWARE 19977

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.

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BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____ _____) of amount of bid on Contract No. 18396-4A to be paid to the **State** for the use and benefit of the Office of Management and Budget, Division of Facilities Management 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 Office of Management and Budget, Division of Facilities Management 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 Office of Management and Budget, Division of Facilities Management 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

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SECTION 00 52 13

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION A132-2019

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition" AIA Document A132-2019, including AIA Document A132 – 2019 Exhibit A, as well as Supplements to A132-2019 and Exhibit A and the State of Delaware's General Requirements.

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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)

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

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

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

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

The Owner and Contractor agree as follows.

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

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

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.

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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.)

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§ 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.)

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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 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 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)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 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

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

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

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

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.

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

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 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;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

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

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 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.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 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 included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 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;

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.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:

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 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.)

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

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 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:

§ 5.3 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.

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[ ] 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.)

§ 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.

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§ 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.)

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§ 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

.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 A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] 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:

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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)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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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)

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

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

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§ 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.

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(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.

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(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.

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§ 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.

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§ 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:

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(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:

SAMPLE
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SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019

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

ARTICLE 3: DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

3.3.1 In the space provided, insert "As defined in Article 9.8 of AIA Document A232-2019 and amended by the Owner's 'Supplementary General Conditions A232-2019'"

ARTICLE 4: CONTRACT SUM

4.1 Delete paragraph 4.1 in its entirety and replace with the following:

"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 a Stipulated Sum, in accordance with Section 4.2 below.

4.3 Delete paragraph 4.3 in its entirety.

4.4 Delete paragraph 4.4 in its entirety.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

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

5.1.5 Delete paragraph 5.1.5 in its entirety.

5.1.6 Delete paragraph 5.1.6 in its entirety.

5.2.2 Delete paragraph 5.2.2 in its entirety.

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

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ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

7.2 Delete paragraph 7.2 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

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

8.7 Delete paragraph 8.7 in its entirety.

ARTICLE 9: ENUMERATION OF CONTRACT DOCUMENTS

9.1.9 Insert "Supplement to Agreement Between Owner and Contractor A132-2019"

9.1.9 Insert "Supplementary General Conditions A232-2019"

END OF SECTION

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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.

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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.

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

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ 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.

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

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

_____

By: _____ (SEAL)

Name:

Name:
Title:

(Corporate Seal)

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____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.

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

_____

By: _____(SEAL)

Name:

Name:
Title:

(Corporate Seal)

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SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT

The Application and Certificate for Payment AIA G732-2019 is part of this project manual as included herein.

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AIA® Document G732® – 2019

Application and Certificate for Payment, Construction Manager as Adviser Edition

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TO OWNER:	**PROJECT:**	**APPLICATION NO:** 001	**Distribution to:**
			OWNER: ☐
		PERIOD TO:	CONSTRUCTION MANAGER: ☐
FROM CONTRACTOR:	**VIA CONSTRUCTION MANAGER:**	**CONTRACT DATE:**	ARCHITECT: ☐
		PROJECT NOS: / /	CONTRACTOR: ☐
CONTRACT FOR:	**VIA ARCHITECT:**		FIELD: ☐
			OTHER : ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGES IN THE WORK		$0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$0.00
4. TOTAL COMPLETED AND STORED TO DATE *(Column G on G703)*		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work *(Column D + E on G703)*	$0.00	
b. 0 % of Stored Material *(Column F on G703)*	$0.00	
Total Retainage *(Lines 5a + 5b or Total in Column I of G703)*		$0.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$0.00
8. CURRENT PAYMENT DUE		$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$0.00	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this month including Construction Change Directives	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES IN THE WORK		$0.00

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: *(NOTE: If multiple Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*

By: _____ Date: _____

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

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(3B9ADA49)

ALLOWANCE ACCESS AUTHORIZATION:

Project: New Delaware Home for the Chronically Ill

Architect: Davis, Bowen & Friedel, Inc. **Project No.** 18396-4A

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

By (Signature): _____

Date: _____

Approved by:
Owner

By (Signature): _____

Date: _____

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SECTION 00 72 13

GENERAL CONDITIONS OF THE CONTRACT FPR CONSTRUCTION
A232-2019

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A232 (2019 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as included herein.

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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)

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

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

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

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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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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.

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§ 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

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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,

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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

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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.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons 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

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(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.

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§ 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

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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.

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§ 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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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

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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

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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

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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

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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

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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

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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.

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§ 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

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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

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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

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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.

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§ 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

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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.

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§ 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

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.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.

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§ 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

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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.

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§ 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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Additions and Deletions Report for

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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There are no differences.

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:31:23 ET on 09/08/2023 under Order No. 4104237352 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 73 13

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

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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.

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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."

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

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use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

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.

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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.

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.

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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.

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:

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

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "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.

9.2.2 The contractor shall include a cost for closeout documents which equals no less than 1.5% of the contract price.

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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.

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

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Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

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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

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

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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

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

INSERT PARAGRAPH 14.3.3

"Due to the discovery of Native American artifacts at the project location, and due to the use of funds from the United States Government in this project, this contract is contingent upon the results of an Environmental Impact Statement being conducted under the

NOT FOR BIDDING PURPOSES

auspices of the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., and being filed under 40 CFR 1506.10. This may result in contract suspension."

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.

INSERT PARAGRAPH 14.4.4

"Due to the discovery of Native American artifacts at the project location, and due to the use of funds from the United States Government in this project, this contract is contingent upon the results of an Environmental Impact Statement being conducted under the auspices of the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., and being filed under 40 CFR 1506.10. This may result in contract termination."

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 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

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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

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SECTION 00 73 43

WAGE RATE REQUIREMENTS

PART 1 - GENERAL

A. A certified copy of the March 2025, Prevailing Wage Rates for Building Construction are included in this section. In the event that a contract is not executed within one hundred twenty (120) days from the earliest date the specifications are published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

B. The Contractor will not be entitled to increases in the contract sum as a result of changing Prevailing Wage Rates which may occur during the bidding or construction phases of this project.

C. Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. "Date of publication" means the date on which the specifications are made available to interested persons (as specified in the published bid notice). In the event that a contract 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.

D. It is the contractor=s responsibility to:

1. Verify with the Department of Labor that the State of Delaware prevailing wage rate schedule presented by the architect inside the project manual is **current** and **certified** for use for each project/contract**.**
2. Post in prominent locations at each contract's work site all prevailing wage rate schedules applicable to said contract.
3. Verify that the contractor and sub-contractors furnish weekly the sworn payroll information for each said Public Construction Contract to the Delaware Department of Labor.

E. The following sample payroll report is provided for informational purposes only and is to be utilized as required by the State of Delaware Department of Labor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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PAYROLL REPORT

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

Delaware Department of Labor

DIA-Office of Labor Law Enforcement
4425 N. Market Street-3rd Floor
Wilmington, DE 19802
302-761-8320

ADDRESS

PHONE:

PROJECT AND LOCATION

WEEK ENDING DATE

CONTRACT NUMBER

DATE OF PREVAILING WAGE DETERMINATION USED ON THIS PROJECT:

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION		DAY & DATE & HOURS WORKED EACH DAY							TOTAL HOURS & RATE OF PAY		GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID	HOURLY VALUE OF FRINGES
			M	T	W	T	F	S	S	HOURS	RATE		FICA	FWT	SWT				
1.		S																	
		O																	
2.		S																	
		O																	
3.		S																	
		O																	
4.		S																	
		O																	
5.		S																	
		O																	
6.		S																	
		O																	
7.		S																	
		O																	
8.		S																	
		O																	

NOT FOR BIDDING PURPOSES

DATE _____

I,_____ _____
(Name of signatory party) (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by

_____on the
(Contractor or Subcontractor)

_____:
(public project)

that during the payroll period commencing on the_____day of

_____, 20_____and ending on the_____day of

_____, 20_____all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

<u>An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of $1,000.00 and $5,000. for each violation.</u>

List only those fringe benefits:

For which the employer has paid; and
Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is the be computed.)

HOURLY COST OF BENEFITS
(List in same order shown on front of record)

Employee							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

I hereby certify that the foregoing information is true and correct to the best of m knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

_____
Signature

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS_____DAY OF_____, A.D. 20_____.

_____
Notary Public

NOT FOR BIDDING PURPOSES

PAYROLL REPORT

Delaware Department of Labor
State of Delaware
Department of Labor
4425 N. Market Street
Wilmington, DE 19802
302-761-8200

NAME OF CONTRACTOR ☑ **OR SUBCONTRACTOR** ☐
ABC Contractors

ADDRESS:
210 Lakeview Road
Sometown, DE 99999

PHONE :
(555) 555-5555

PROJECT AND LOCATION
Sample project for demonstration only

WEEK ENDING DATE
07/21/2013

CONTRACT NUMBER
54-67-89

DATE OF PREVAILING WAGE DETERMINATION BEING USED ON THIS PROJECT:
01/01/2012

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION		DAY & DATE & HOURS WORKED EACH DAY							TOTAL HOURS & RATE OF PAY		GROSS AMOUNT EARNED PROJECT / ALL	DEDUCTIONS					NET WAGES PAID	HOURLY VALUE OF FRINGES
			07/15 M	07/16 T	07/17 W	07/18 T	07/19 F	07/20 S	07/21 S	HOURS	RATE		FICA	FWT	SWT	LOCAL	OTHER		
1. Jane Doe 71 Pineapple Lane Sometown, DE 99999 xxx-xx-9999	Pipe Fitter	S	0	8	8	8	0	0	0	24	18.00	432.00	55.08	96.83	29.06	0.00	38.88	500.15	10.50
		O	0	0	0	0	0	0	0	0	27.00	720.00							
2. John Doe P.O. Box 999 Sometown, DE 99999 xxx-xx-9999	Sheetmetal Worker	S	0	8	8	8	0	0	0	24	20.00	480.00	61.20	116.83	33.50	0.00	43.20	545.27	10.50
		O	0	0	0	0	0	0	0	0	30.00	800.00							
3. John Q. Public 2300 Arena Avenue Sometown, DE 99999 xxx-xx-9999	Truck Driver	S	0	8	8	8	0	0	0	24	22.00	528.00	67.32	72.53	30.24	0.00	47.52	662.39	10.50
		O	0	0	0	0	0	0	0	0	33.00	880.00							
4. John Smith 36 Mimosa Lane Sometown, DE 99999 xxx-xx-9999	Laborer	S	0	8	8	8	0	0	0	24	14.00	336.00	42.84	58.38	18.06	0.00	30.24	410.48	10.50
		O	0	0	0	0	0	0	0	0	21.00	560.00							
5.		S																	
		O																	
6.		S																	
		O																	
7.		S																	
		O																	
8.		S																	
		O																	

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DATE 07/25/2013

I, Cory Smith (Name of Signatory Party), President (Title)

do hereby state:

1. That I pay or supervise the payment of the persons employed by **ABC Contractors** (Contractor or Subcontractor) on the **public project #123** (public project); that during the payroll period commencing on the 15 day of July, 2013, and ending on the 21 day of July, 2013, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of $1,000.00 to $5,000.00 for each violation.

List only those fringe benefits:

For which the employer has paid; and

Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for the explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS

(List in same order shown on front of record)

Emp	H&W	Pens	Vac	App	Oth	Union	Cash	Total
1.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50
2.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50
3.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50
4.	1.00	1.50	2.00	1.00	1.50	1.50	0.00	10.50
5.								
6.								
7.								
8.								
9.								

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in the state of Delaware.

Cory Smith

Signature

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS _____ DAY OF _____; A.D. _____.

_____

Notary Public

NOT FOR BIDDING PURPOSES

SECTION 00 73 46

WAGE DETERMINATION SCHEDULE

The Wage Determination Schedule document is part of this project manual as included herein.

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW 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 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.89	36.79	53.56
BOILERMAKERS	89.46	45.39	66.72
BRICKLAYERS	66.79	66.79	66.79
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	94.36	67.11	52.04
ELECTRICAL LINE WORKERS	59.42	50.96	38.85
ELECTRICIANS	83.92	83.92	83.92
ELEVATOR CONSTRUCTORS	117.63	84.30	100.06
GLAZIERS	85.50	85.50	74.04
INSULATORS	69.12	69.12	69.12
IRON WORKERS	77.73	77.73	77.73
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	59.63	59.63	59.63
PILEDRIVERS	91.12	51.44	41.60
PLASTERERS	39.01	39.01	28.91
PLUMBERS/PIPEFITTERS/STEAMFITTERS	79.55	82.95	73.71
POWER EQUIPMENT OPERATORS	83.29	83.29	83.29
ROOFERS-COMPOSITION	32.40	30.53	32.76
ROOFERS-SHINGLE/SLATE/TILE	24.03	28.59	22.47
SHEET METAL WORKERS	86.84	86.84	86.84
SOFT FLOOR LAYERS	61.68	61.68	47.74
SPRINKLER FITTERS	73.13	73.13	73.13
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	81.89
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	90.82
TRUCK DRIVERS	56.88	35.86	27.91

CERTIFIED: 5-22-25

BY: TDzwonkoski/for Francis Chudzik
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 CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: 18396 New Delaware Home For The Chronically Ill, Kent County

NOT FOR BIDDING PURPOSES

PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 Del.C. 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 Del.C.6960

Updated: July 6, 2022

NOT FOR BIDDING PURPOSES

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
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

NOT FOR BIDDING PURPOSES

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

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

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter

NOT FOR BIDDING PURPOSES

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 materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful 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 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 parties signing the bonds are duly authorized to do so.

NOT FOR BIDDING PURPOSES

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 pursing 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.

4.5 COMMUNITY WORKFORCE GOALS

4.5.1 This project is a component of the Pilot Program authorized under Section 34 of Senate Bill 160, also known as the FY 2024 Bond Bill. As contemplated by the FY 2024 Bond Bill, and as memorialized in that certain Memorandum of Understanding ("MOU") between OMB and Delaware Building and Construction Trades Council, on behalf of itself and its affiliates and members, OMB has established for this project a union workforce goal of fifty percent (50%), meaning that 50% of all labor-person hours for the entire project will be performed by union workers. A copy of the MOU is attached to the Instructions to Bidders.

4.5.2 The successful Bidder will be required to enter into an agreement with OMB in furtherance of the Pilot Program. Under the Pilot Program agreement, the awarded Bidder will be

NOT FOR BIDDING PURPOSES

required to honor its union labor commitments and will have mandatory reporting requirements to permit OMB to track and assess the success of the Pilot Program. The form of Pilot Program agreement is attached to the Instructions to Bidders.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

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

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

   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

NOT FOR BIDDING PURPOSES

D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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

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

NOT FOR BIDDING PURPOSES

the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes 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 third-tier contractors.. 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

NOT FOR BIDDING PURPOSES

associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a 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

NOT FOR BIDDING PURPOSES

meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

8.6 DEADLINE

8.6.1 This project must be complete by October 31, 2026 due to restrictions imposed by the American Rescue Plan Act of 2021, Public Law 117-2 (ARPA).

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 As per 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 materialmen, 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

NOT FOR BIDDING PURPOSES

received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give

NOT FOR BIDDING PURPOSES

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 Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, but not limited to, such as Unemployment Insurance. 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

NOT FOR BIDDING PURPOSES

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, for example but not limited to, fire damage, theft, or vandalism.

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	$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.

NOT FOR BIDDING PURPOSES

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 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.

NOT FOR BIDDING PURPOSES

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.

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

NOT FOR BIDDING PURPOSES

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

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SECTION 00 81 14

EMPLOYEE DRUG TESTING FORMS

The Employee Drug Testing Report Form and Employee Drug Testing - Report of Positive Results are as included herein.

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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: _____

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).

NOT FOR BIDDING PURPOSES

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.

NOT FOR BIDDING PURPOSES

SECTION 00 81 15

AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

The Affidavit of Craft Training Compliance document is part of this project manual as included herein. The Craft Training Compliance Affidavit, as well as all information pertaining to craft training for subcontractors must be submitted prior to contract execution.

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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

NOT FOR BIDDING PURPOSES

☐ **Craft Training requirements are not applicable because:**

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
) ss:
County of _____)

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.

NOT FOR BIDDING PURPOSES

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

Work to be accomplished in accord with this contract includes the construction of a new 120-bed skilled nursing facility of 120,000 GSF. Work includes, and is not limited to the following: removal of an existing pole building, site work, grading, excavation, new concrete footings and foundations, steel structure, metal framing, masonry, exterior and interior finishes, insulation, roofing, elevators, mechanical, electrical, plumbing, low voltage, etc.

1.2 RELATED DOCUMENTS

Drawings, specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 specifications sections apply to this section.

1.3 CONTRACT

The specified work is to be accomplished under a Construction Manager, including selected Alternates.

1.4 WORK SCHEDULE

A construction schedule based upon the contracted work shall be submitted by the contractor for discussion at the preconstruction meeting and revised as agreed to and submitted to Architect and Owner for approval.

1.5 USE OF PREMISES

Use of premises by Contractor to be limited to specified work areas and approved storage and staging areas.

1.6 CODES

All work shall be performed in accordance with the applicable codes and rules and regulations of the regulatory agencies which have jurisdiction over this project and its location.

1.7 PROGRESS MEETINGS

In addition to a pre-construction meeting, progress meetings will be held bi-weekly during the course of the project at dates and times to be announced.

1.8 DELIVERED MATERIALS

Under no circumstances will the OMB/DFM or DHCI employees sign as received any materials delivered to the job.

NOT FOR BIDDING PURPOSES

1.9 PERMITS AND LICENSES

All required permits will be paid for and obtained by the Contractor. In addition, all Contractors must be licensed by the State of Delaware and City of Smyrna.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have use of designated areas of the premises for construction operations, including use of designated areas of the site.

B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: There is no owner occupancy.
2. Limits: Confine construction operations to the limits indicated on the drawings. Do not disturb areas to remain occupied during the renovations.
3. Parking: Parking is the responsibility of the General Contractor and shall be coordinated in advance with the Owner. Street side parking shall be approved by the City of Smyrna.
4. Dumpster: Space is available for a dumpster at the site, actual location shall be coordinated with the Construction Manager.
5. Access: Access to the work area(s) can be achieved from the adjacent streets.
6. Storage: Outdoor space is available for limited storage. It will be the responsibility of the Contractor to make secure all materials on site.
7. Public Roadways, Driveways, Entrances and Public Sidewalks: Keep public roadways, driveways, entrances and public sidewalks serving premises clear and available to the Public, Owner, Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of roadways, driveways, and entrances.
   b. The Owner will not sign for any deliveries at any time.
   c. Schedule deliveries to minimize space and time requirements for storage of

1.3 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: Partial owner occupancy is not anticipated for this project.

1.4 RESTRICTIONS

A. Work Hours: 7:00 A.M. - 3:30 P.M., Monday thru Friday. Work between 3:30 P.M. and 6:00 P.M. shall need to be approved by the Construction Manager. No work between the hours of 6:00 PM and 7:00 AM shall be permitted without first obtaining written permission of the Construction Manager.

NOT FOR BIDDING PURPOSES

1.5 LEGAL HOLIDAYS

A. The Contractor will not be permitted to work on Saturdays or Sundays or days which are legal holidays in the State of Delaware, except in cases of emergency, and only with the written permission of the Construction Manager.

B. If the Contractor desires to work upon any such legal holidays, he or she shall notify the Construction Manager in writing at least two (2) days in advance of such holiday stating that he or she desires to work and the location of the proposed work.

1.6 CONTRACTOR ACCESS, STORAGE, AND STAGING

A. Access, storage, and staging shall be coordinated with the site planning plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Contingency allowances.

1.2 SELECTION AND PURCHASE

A. Purchase products, systems, and labor selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

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

1.4 COORDINATION

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

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs as described in General Requirements.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.6 ADJUSTMENT OF ALLOWANCES

A. Submit change order requests due to a change in scope described in the Contract Documents. Allowance can be adjusted through the allowance authorization form included in this specification signed by owner, architect, and contractor.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Provide allowances as indicated on each contract package bid form in the base bid.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for Alternates.

B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the bidding requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept the corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

E. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.

1. Include as part of each Alternate, miscellaneous devices, accessories, objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

NOT FOR BIDDING PURPOSES

PART 4- SCHEDULE OF ALTERNATES

Alternate No. 1:	Add the foundation wall waterproofing as indicated in the bid documents.
Alternate No. 2:	Add the walkway canopy and associated electrical work as indicated in the bid documents.
Alternate No. 3:	Add the prefabricated storage structure as indicated in the bid documents.
Alternate No. 4:	Add the entrance canopy and associated electrical work as indicated in the bid documents.
Alternate No. 5:	Change medium density fiber cement rainscreen to high density fiber cement rainscreen as indicated in the bid documents.
Alternate No. 6:	Add the staff pavilion, associated sidewalk, and concrete pad as indicated in the bid documents.
Alternate No. 7:	Add the covered porches and associated electrical work as indicated in the bid documents.
Alternate No. 8:	Add the Main Courtyard Pavilion and associated electrical and low voltage work as indicated in the bid documents.
Alternate No. 9:	Provide grass paver borders for the fire lane in lieu of asphalt as indicated in the bid documents.
Alternate No. 10	Provide a concrete fire lane in lieu of heavy-duty asphalt as indicated in the bid documents.
Alternate No. 11:	Add the lightning protection system. Refer to Specification Section 26 41 13 LIGHTNING PROTECTION FOR STRUCTURES.
Alternate No. 12:	Add the loading dock canopy as indicated in the bid documents.
Alternate No. 13:	Add additional plantings as indicated in the bid documents.
Alternate No. 14:	Add the ceiling mounted mobile installation in the Lobby as indicated in the bidding documents.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Minor changes in the Work.
2. Proposal requests.
3. Administrative Change Orders.
4. Change Orders.
5. Construction Change Directives.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
2. Within 10 work days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive Form: AIA Document G714 or other Architect accepted form.
2. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Applications for Payment.

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. The Construction Manager will manage contractors and collect documents required within this specification. The construction manager will complete their review of the payment documents, then supply documentation to the Architect and Owner for review.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.

NOT FOR BIDDING PURPOSES

c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703 or other Architect accepted form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Labor.
      2) Materials.
      3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Site Mobilization: Provide a separate line item in the schedule of values for site mobilization including initial installation of temporary facilities and utilities.
9. Insurance and Bonds: Provide a separate line item in the schedule of values for Insurance and bonds, when required.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

NOT FOR BIDDING PURPOSES

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Construction Manager.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute each copy of application by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed, only if they are stored in a bonded warehouse or on site. Materials or equipment stored off-site not in a bonded warehouse shall not be included in the Application for Payment.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide proof that the warehouse where the materials are being stored is bonded.
4. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
d. Photographic documentation.

NOT FOR BIDDING PURPOSES

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Submit one duplicate set of PDF electronic files for each Application for Payment.
2. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. As-built Drawings: At the end of project, submit the final set of as-built drawings for review and approval before final release of retainage.

I. Initial Application for Payment: Submittals that must precede submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.

J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

NOT FOR BIDDING PURPOSES

K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Interpretation (RFIs).
4. Project Web site.
5. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Submittals: Make initial submittals within 15 days of starting construction operations and before first Application for Payment. Update list and resubmit when information changes and when new information becomes available.

1. Submit PDF electronic files of each list.
2. Submittal Schedule.

B. Subcontract List: Submit list of individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

a. Name, address, and telephone number of entity performing subcontract or supplying products.
b. Number and title of related Specification Section(s) covered by subcontract.
c. Drawing number and detail references, as appropriate, covered by subcontract.

C. Key Personnel Names: Submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner if coordination of Owner's Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work.

1. Administrative activities include, but are not limited to, the following:

a. Preparation of Contractor's construction schedule.
b. Preparation of the schedule of values.
c. Installation and removal of temporary facilities and controls.
d. Delivery and processing of submittals.
e. Progress meetings.
f. Preinstallation conferences.
g. Project closeout activities.
h. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Before materials are purchased, fabricated or work is begun, prepare coordination drawings for all floors and areas, including buried systems and services, showing the size and location of Contractor’s equipment and systems size, location and routing. Coordination drawings to be no less than ¼ inch scale and generated from a computer CAD program compatible with AutoCAD Release 2013. Base architectural and MEP drawings will be available from the Architect and/or Engineer in .DWG format. Electronic backgrounds in .DWG format will be distributed to Contractor after award of contract and receipt by professional release forms. At Contractor’s option, .RVT files from the architectural and structural models can be provided for the benefit of preparing a 3D Revit coordination model in lieu of 2D Revit coordination drawings.

NOT FOR BIDDING PURPOSES

B. Take basic coordination drawings prepared for the HVAC scope of work and add (draft) each subsequent trade, in locations decided upon at coordination meetings. Add items to the coordination drawings only after all present at the coordination meetings agree to their location. Sequencing of drawing additions to be as follows: HVAC>Plumbing>Electrical>Fire Protection.

C. Documents will be used as a guide, with the final approved coordination drawings governing installation sequence. Adjustments will be made as required at coordination meetings. All drawings will be prepared in accordance with all applicable rules, regulations, and governing authorities.

D. Once reviewed and approved by each trade subcontractor, coordinate the final reproducible Systems Coordination Drawings, illustrating the work of all trades. The reproducible drawings will be via shop drawings submittal procedures with sufficient time to review and resolve coordination items so as not to affect the critical path of construction operations. The Architect will review the coordination model and/or drawings for conformance with the design intent.

E. Coordination of Installed Work:

1. In case of interferences with work of other trades or scheduling problems during any portions of actual construction, decide which work will be relocated or adjusted. These minor adjustments will be made at no additional cost to the Owner. The Architect and Engineer may direct minor architectural location changes during installation of the Work. All adjustments will be made at no additional cost to the Owner.
2. Contractor is responsible for coordinating the work of subcontractors and subcontractors' work in conjunction with Owner's own forces. This may involve minor adjustments or modifications in the work to accommodate the work of other trades.
3. Commencement of any work in any section indicates that previous work has been inspected and meets Contractor's full satisfaction.
4. It is Contractor's responsibility to ensure that all work is completed prior to commencement of the following work.
5. Contractor is required to schedule and coordinate his activities with the subcontractors and the Owner's separate prime contractors to ensure proper fit of the various elements of the work in common.
6. Schedule: Contractor is responsible for establishing the schedule of coordination drawings so as not to affect the critical path of construction operations.

F. General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the

NOT FOR BIDDING PURPOSES

information and resolution of conflicts between installed components before submitting for review.

c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate space requirements for normal operations, routine maintenance, and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors and clearances required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

G. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing and bracing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for other Work.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger and cable trays.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm device locations.
    c. Motion detector, occupancy sensor, daylight sensor, and other electrical system control device locations.

NOT FOR BIDDING PURPOSES

d. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
e. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

H. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
2. BIM File Incorporation (Optional): Develop and incorporate coordination drawing files into Building Information Model established for Project.

a. Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.

3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
b. Digital Data Software Program: Drawings are available in AutoCAD Version 2010.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

A. General: Immediately on discovery of the need for interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Project number.
3. Date.

NOT FOR BIDDING PURPOSES

4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **10** days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:

1. Project name.

NOT FOR BIDDING PURPOSES

2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Indicate resulting Minor Change in the Work, Construction Change Directive, and Proposal Request in RFI log.

1.7 PROJECT WEB SITE

A. Use Owner's or Architect's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site will include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. On completion of Project, provide one complete archive copy of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

C. Project Web Site Software Package:

1. Procore Technologies Inc.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

NOT FOR BIDDING PURPOSES

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Coordinate meeting times with Architect's regularly scheduled site visits.
3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, and Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Lines of communications.
    f. Procedures for processing field decisions and Change Orders.
    g. Procedures for RFIs.
    h. Procedures for testing and inspecting.
    i. Procedures for processing Applications for Payment.
    j. Distribution of the Contract Documents.
    k. Submittal procedures.
    l. Sustainable design requirements.
    m. Preparation of record documents.
    n. Use of the premises.
    o. Work restrictions.
    p. Working hours.
    q. Owner's occupancy requirements.
    r. Responsibility for temporary facilities and controls.
    s. Procedures for moisture and mold control.
    t. Procedures for disruptions and shutdowns.
    u. Construction waste management and recycling.
    v. Parking availability.
    w. Office, work, and storage areas.
    x. Equipment deliveries and priorities.
    y. First aid.
    z. Security.
    aa. Progress cleaning.
    bb. Commissioning activities.

NOT FOR BIDDING PURPOSES

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Sustainability Coordination Conference: Architect will schedule and conduct a sustainability coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.

1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent and sustainability coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect meeting requirements for sustainability certification, including the following:

    a. Sustainability Project Checklist.
    b. General requirements for sustainability-related procurement and documentation.
    c. Project closeout requirements and sustainability certification procedures.
    d. Role of sustainability coordinator.
    e. Construction waste management.
    f. Construction operations and sustainability requirements and restrictions.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Sustainable design requirements.
    i. Review of mockups.
    j. Possible conflicts.
    k. Compatibility requirements.
    l. Time schedules.
    m. Weather limitations.
    n. Manufacturer's written instructions.
    o. Warranty requirements.

NOT FOR BIDDING PURPOSES

p. Compatibility of materials.
q. Acceptability of substrates.
r. Temporary facilities and controls.
s. Space and access limitations.
t. Regulations of authorities having jurisdiction.
u. Testing and inspecting requirements.
v. Installation procedures.
w. Coordination with other work.
x. Required performance results.
y. Protection of adjacent work.
z. Protection of construction and personnel.
aa. Startup and adjusting procedures.
bb. Commissioning activities.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, and Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for completing sustainable design documentation.
e. Requirements for preparing operations and maintenance data.
f. Requirements for delivery of material samples, attic stock, and spare parts.
g. Requirements for demonstration and training.
h. Preparation of Contractor's punch list.
i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
j. Submittal procedures.
k. Coordination of Owner's work.
l. Owner's partial occupancy requirements.
m. Responsibility for removing temporary facilities and controls.

NOT FOR BIDDING PURPOSES

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

F. Progress Meetings: Conduct progress meetings at two-week intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Resolution of BIM component conflicts (BIM will be optional).
        4) Status of submittals.
        5) Status of sustainable design documentation.
        6) Deliveries.
        7) Off-site fabrication.
        8) Access.
        9) Site utilization.
        10) Temporary facilities and controls.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) Status of RFIs.
        16) Status of proposal requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

NOT FOR BIDDING PURPOSES

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

G. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time
b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Resolution of BIM component conflicts (BIM is optional).
4) Status of submittals.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site utilization.
9) Temporary facilities and controls.
10) Work hours.
11) Hazards and risks.
12) Progress cleaning.
13) Quality and work standards.
14) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Baseline: The complete schedule that has been set prior to the beginning of the project. The project baseline is to be saved and restricted from being changed after the project has begun. The schedule baseline is to be saved in such a manner that it can be displayed for comparison to the current live schedule.

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C. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

D. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

E. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

F. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Startup construction schedule.

1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource

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loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and Owner startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

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1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

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

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

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

NOT FOR BIDDING PURPOSES

4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 100 0 "Summary of Work." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Building flush-out.
    m. Startup and placement into final use and operation.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    a. Structural completion.
    b. Temporary enclosure and space conditioning.
    c. Permanent space enclosure.
    d. Completion of mechanical installation.
    e. Completion of electrical installation.
    f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion**.**

NOT FOR BIDDING PURPOSES

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project or Primavera by Oracle, for Windows operating system.

2.2 STARTUP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

NOT FOR BIDDING PURPOSES

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice of Award.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing.
j. Punch list and final completion.

NOT FOR BIDDING PURPOSES

k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.

   a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
   b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.

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2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.5 REPORTS

A. Construction Reports: Prepare construction reports recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.

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17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

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B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

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SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

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PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Photographic Documentation included within this section is to be the responsibility of the Construction Manager.

1.2 UNIT PRICES

A. Basis for Bids: Base number of construction photographs on average of 20 photographs per week over the duration of Project.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

D. Preconstruction Photographs: Before commencement of work, take photographs of Project site, building perimeter, hardscape, paving, building elevations, and interior photographs of floor, ceiling, and each wall or each interior room/space, including existing items to remain during construction, from different vantage points, as directed by Architect.

1. Flag excavation areas before taking construction photographs.
2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.

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3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Time-Lapse Sequence Construction Photographs: Take 20 photographs as indicated, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs monthly, coinciding with the cutoff date associated with each Application for Payment.

H. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.

1. Do not include date stamp.

I. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

END OF SECTION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Shop Drawings.
2. Product Data.
3. Samples.
4. Other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

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a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

a. Scheduled date for first submittal.
b. Specification Section number and title.
c. Submittal category: Action; informational.
d. Name of subcontractor.
e. Description of the Work covered.
f. Scheduled date for Architect's final release or approval.
g. Scheduled date of fabrication.
h. Scheduled dates for purchasing.
i. Scheduled dates for installation.
j. Activity or event number.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.

a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2013 format.
c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Contractor or CM shall use Architect’s cover sheet for all submittal correspondences. Architect reserves the right to withhold action on any submittal where said cover sheet is omitted.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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C. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a dash, then a sequential number, then Section Name, and ten a submittal type (PD=Product Data, SD=Shop Drawing, or SA=Sample) (e.g., 05 50 00-01-Misc. Metals-PD, SD, or SA). Resubmittals shall include an alphabetic suffix after another dash (e.g., 05 50 00-01-Misc. Metals-PD, SD, or SA-A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Specification Section number and title.
    j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.

NOT FOR BIDDING PURPOSES

m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.

E. Options: Identify options requiring selection by Architect.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

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

1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

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a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

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

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

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2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:

    a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Take photos of physical samples and upload with cover sheet to Submittal Exchange for comments and record purposes. Either mail or hand deliver physical samples concurrently with Submittal Exchange submission.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

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a. Number of Samples: Submit four sets of Samples. Architect will retain one Sample sets, one sample set will be sent to the Owner; remainder will be returned.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

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N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

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2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

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D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION

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WOHLSEN CONSTRUCTION

Safety & Health Manual

"Nothing we do is more important than planning and conducting our activities safely."

July 2021

Table of Contents

Section	Page
Wohlsen's Vision and Values	3
Wohlsen's Safety Vision Statement	4
Wohlsen's Commitment to Safety	5
Roles & Responsibilities	7
Fit for Duty	7
Ergonomics/Office Safety	7
Safety Orientation	7
Hazard Communication	8
Accident/Incident Reporting	10
Subcontractors	10
Traffic Control/Site Logistics/Proper Work Attire	11
Personal Protective Equipment	12
Tools & Equipment	13
Welding/Cutting and Hot Work	14
Electrical Safety	15
Lockout/Tagout	18
Fire Protection	19
Scaffolds & Aerial Lifts	20
Ladder Safety	21
Excavation Safety	22
Fall Protection	23
Crane Safety	25
Rigging Material Handling	25
Housekeeping	26
Crystalline Silica	27
Safety Inspections/Audits	27
Stop Work Policy	28
Disciplinary Process	28
COVID-19 Precautions and Protocols	30

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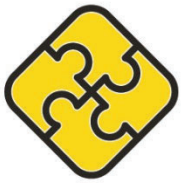
Our Vision

A relentless pursuit of excellence.

Our Values

Safety

Nothing we do is more important than planning and conducting our activities safely.

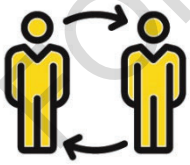


Collaboration

We generate success through a team-oriented approach.

Integrity

We build trust through everything we do.



Accountability

We deliver on our commitments.

Continuous Improvement

We have a passion for improving our performance through listening, learning and innovation.

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Safety Vision Statement

We are uncompromising in our relentless commitment to the safety and health of our team members that include subcontractors, clients and communities.

Key components of our desired safety culture are listed below:

Leadership: All teammates are Empowered AND Motivated safety leaders

- Ensure Safety remains our #1 Value
- Personal commitment demonstrated through consistent actions, active participation in safety initiatives and teammate engagement
- Proactive approach towards safety in all areas of our business

Education: Wohlsen promotes and teammates pursue advancing safety knowledge

- Wohlsen's Safety Vision Statement is incorporated in all training and education programs
- Training programs designed to engage and motivate teammates
- Team driven training to develop and maintain knowledge, skills and safety attitude
- Continued education in safety is a requirement of career development

Processes: Clearly defined, communicated and understood

- Processes are aligned with our #1 value and promote the Safety Vision Statement
- Systems in place to monitor the level of execution of safety processes
- Processes focus on promoting safety behavior of all teammates to achieve an incident free environment
- Project Teams are empowered and encouraged to further enhance specific safety program requirements
- Pre-planning, operations and production are consistent with Safety Vision Statement

Evaluations: Performed consistently and timely with transparent reporting focused on improvement

- Periodic measurement of progress towards Safety Strategic Plan implementation
- Data captured through Inspections/Audits used to identify improvement opportunities
- On-going evaluation, rating and access to vendor performance data

Investigations: Excellent opportunity for team development through lessons learned

- Team driven investigations based on clearly defined expectations
- Investigations are conducted with a win – win approach
- Root cause and corrective actions identified on every incident and near miss
- Knowledge sharing system in place for efficient and timely communication of lessons learned

Goals: Relentless pursuit of Safety Vision Statement

- Goals clearly defined, communicated and in support of Safety Vision Statement
- Goals based on safety implementation performance, not incidents
- Incident free environment is a belief (commitment)

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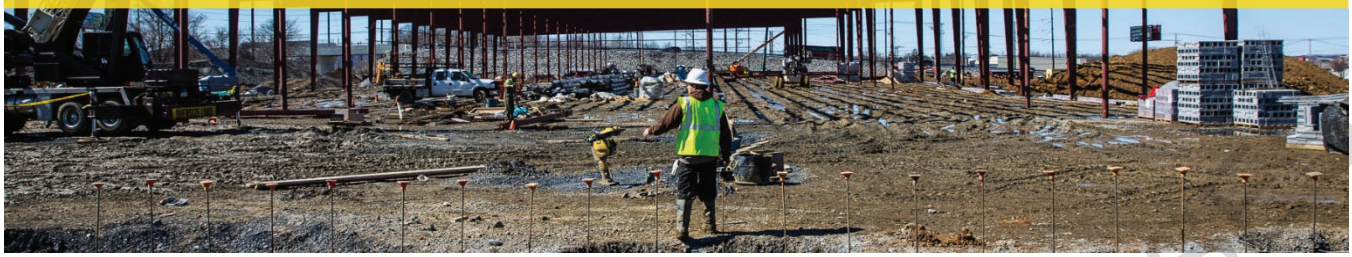
Wohlsen's Commitment to Safety

Nothing we do is more important than planning and conducting our activities safely.



Safety Program

Wohlsen Construction Company has a formal Safety and Health Program which is administered by the Safety and Health Department (right) and executed by each project team in the field.

While the Safety and Health Department is responsible for the administration of the program, it is the responsibility of all Wohlsen Construction team members, from the senior executive level to field craft labor, to ensure that the requirements and provisions of the program are executed on a daily basis. Safety is our number one value as a company, and it influences all of our decisions.

Safety Culture

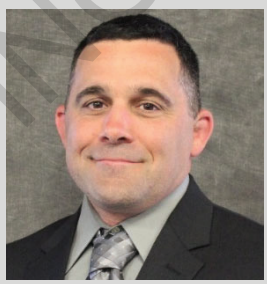
Wohlsen Construction has both a vision for the Safety and Health Program as well as a formal policy statement developed and endorsed by the senior management of the company. The vision and policy are taken from our Safety and Health Manual are as follows:

- Safety will be incorporated in all decisions and activities.
- Every employee is empowered to act and stop or prevent unsafe work activities.
- Wohlsen will be a preferred employer for workers seeking safe and healthy work conditions.
- Wohlsen's safety culture and results will help promote a favorable competitive position.

Safety Team

Adam Brown, CSP, CESCO
Safety Director

BS in OSHM from Millersville University
20+ years' construction safety experience

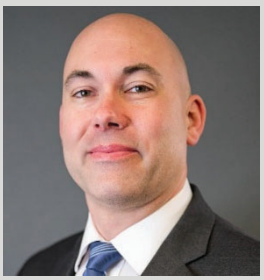


Alan B. Houck, ASP, CHST
Safety & Health Manager
Central Pennsylvania & Connecticut

BS in Environmental Science from Mansfield University
18+ years' construction safety

Wesley N. Donahue, CUSP
Safety & Health Manager
Delaware Valley & Maryland

BS in Psychology from Rutgers University
15+ year's construction safety experience



Jeff Bruso, CHST, ASP
Safety & Health Manager
New Jersey & Connecticut

BA from Monmouth University
15+ years' construction safety experience

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Wohlsen's Safety & Health Policy

Management considers no phase of operations or administration of greater importance than loss prevention and believes that incidents which result in personal injury and/or damage to property and equipment represent needless waste and loss. Therefore, it is Wohlsen's expectation to conduct all operations safely, thereby preventing injuries to employees and damage to property. Planning for safety will be incorporated into all phases of the company's work. A project-specific safety plan will be developed to improve understanding of expectations and execution of work being performed. Pre-installation meetings will be scheduled with subcontractors with emphasis on safety, scope of work and schedule.

It is the policy and primary responsibility of all Wohlsen employees to develop and maintain safe and healthy workplace conditions for all Wohlsen employees, Wohlsen subcontractors, the public and environment. Wohlsen is committed to planning and completing construction to protect the environment and communities where we are working. This will be accomplished through site-specific safety plans, safety training, information, programs, procedures and policies as outlined in this manual or as developed for job-specific conditions. All subcontractors are expected to abide by the provisions of the Wohlsen Safety & Health Manual and site-specific safety program.

Loss Control Principle

Construction is a dangerous occupation. Situations involving potentially hazardous conditions can occur if preventative measures are not taken. It is important to be alert to these potential conditions and to respond with safety in mind at all times.

The principle of loss control is based on the importance of preventing injuries to our employees, promoting conservation of property and preserving the earning potential of employees and the company. It requires all employees to have a personal concern for the protection of life and property.

Incident and accident prevention and property conservation measures will be integrated with operating functions as prime responsibilities of all employees. Supervisors are responsible for maximizing the prevention of incidents in work areas or projects under their direction and are further responsible for thorough safety and incident control and instruction of their employees. In addition, all supervisory personnel are responsible for being alert to, identifying, and correcting potential safety hazards.

The basic objective of the policy is to establish, throughout the entire organization, the firm and fully accepted concept that people and property are our most important company assets, and conservation will receive top priority support and participation.

Wohlsen's Safety and Health Policy has been signed and endorsed by Senior Leadership.

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Section 1 Roles & Responsibilities

Wohlsen Leadership - Clear and consistent direction of safety as Wohlsen's #1 Value
Project Executive - Empower the Project Team to execute our Safety Vision and Values
Wohlsen Project Team - Ensure 100% implementation of Wohlsen's safety program
Wohlsen Safety Team - Support the project team and administer Wohlsen's safety program

Section 2 Fit for Duty

In order to provide a safe workplace, employees must be able to perform the essential duties of their jobs in a safe, secure, productive and effective manner without presenting safety hazards to themselves, other employees or the public. A fitness for duty exam can determine if the employee is physically and/or psychologically able to safely perform their current role.

Section 3 Ergonomics/Office Safety

Ergonomics - fitting a job to a person - can help prevent employees from experiencing musculoskeletal disorders. When working in an office environment, employees could experience injuries if they do not take the proper steps.

When working at a desk, position monitors slightly above your eye level. Increase the font size on your computer to avoid straining your eyes. Use an adjustable chair, stand and stretch periodically and reposition your keyboard, monitor or chair to stay flexible.

Never stand on a chair to reach something overhead. Always get a proper A-frame ladder or ask for help. Make sure all carpets are laid flat to prevent trips and falls. Use a headset for frequent or prolonged phone use to avoid neck strain. Be sure to maintain a clean and orderly workstation to prevent tripping hazards. Avoid running electrical cords under carpet or through windows and doorways. Also, don't fasten them with unapproved devices, such as staples. When handling materials, always bend with your knees, get help for heavy or bulky items and be sure you have a clear path of travel. Be sure to shut file cabinet doors after use to prevent a tripping hazard. Never block access to exit doors or prop open fire doors and know your emergency evacuation procedures.

Section 4 Wohlsen Safety Orientation

Wohlsen believes that communication and the understanding of expectations are critical components in any effective safety and health program. All Wohlsen employees are required to participate in Safety Orientation.

The orientation program is designed to provide company-specific safety information, requirements, rules, and expectations to Wohlsen employees.

Every project will also have a Site-Specific Safety Orientation. All Wohlsen employees, subcontractors, and client representatives will be required to participate in the orientation. The orientation program is not intended to represent or replace the safety training responsibilities of employers of employees working on a Wohlsen project. It is the responsibility of each subcontractor, lower-tier contractor, supplier and vendor to ensure that

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their employees have been properly trained in accordance with any/all local, state and federal laws, codes or regulations covering their operations and scope of work.

Project-Specific Orientation Process

- A Wohlsen-authorized orientation trainer will provide the Project-Specific Safety Orientation to all Wohlsen employees, subcontractors, vendors and suppliers on the project PRIOR to their work beginning.
- The orientation trainer will ensure that all participants complete and sign the orientation acknowledgment form.
- A numbered site-specific orientation sticker will be provided to each attendee. The orientation sticker is valid for the length of the project and is not transferable to other Wohlsen projects.
- The sticker number and corresponding name will be entered in an orientation and observation tracking log.

Section 5 Hazard Communication Program

Wohlsen Construction Policy

It is the policy of Wohlsen Construction to ensure that information about the dangers of all hazardous chemicals used by Wohlsen Construction is known by all affected employees. The following hazardous communication program has been established to facilitate the dissemination of information. All field and office employees will participate in the hazard communication program. This written program will available at the project site or Wohlsen office for review or reference.

Training Program

Employees will be provided with information and training on hazardous chemicals in their work area at the time of their initial assignment and/or whenever a new chemical hazard is introduced into their work area. Information on specific chemicals or categories of hazards is to be included in the training. Proper container labeling, including secondary containers, must be maintained and legible for all workers on the site. Safety Data Sheets (SDS) must be immediately available upon request and kept on file in the Wohlsen project trailer or office.

Container Labeling

All containers containing hazardous chemicals or potential hazardous chemicals must be clearly labeled. Manufactures' labels must be maintained in such a manner that the information communicated from the manufacture is legible.

The Project Superintendent will verify that all containers are clearly labeled as to the contents, noting the appropriate hazard warning, and list the name and address of the manufacturer.

The superintendent at each project will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with labels that have the identity and the appropriate hazard warning.

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Safety Data Sheets (SDS)

The Project Manager is responsible for establishing and monitoring the project's efforts relative to the collection and maintenance of SDS. They will make sure procedures are developed to obtain the necessary SDS's and will review incoming SDS's for new or significant health and safety information. They will further see that any new information is passed on to affected employees.

The Project Superintendent shall verify that all materials brought on to the site have a current SDS on digital storage. When an SDS is not received at the time of initial delivery, the Superintendent (or their designee) will:

1. Request an SDS from the subcontractor, product vendor; and/or,
2. Request an SDS from product manufacturer

Wohlsen SDS Management Process

- Request SDS from all Subcontractors as a submittal prior to work starting
- Review SDS status during pre-installation meeting (received or pending)
- Store and maintain SDS from all Subcontractors in Wohlsen trailer/office
  - Digital storage on P drive or Project Dashboard*
  - Subcontractor Foreman maintains SDS file on site

*OSHA requires SDS to be immediately accessible upon request. To have electronic storage, the project must have a backup in the event of a power loss or computer failure. Acceptable back up would be an iPad that can access SDS without being connected to a network. If any project does not have a backup, hard copies shall be maintained as the back up to electronic files.

Subcontractor Hazard Communication Programs

It is the responsibility of all Subcontractors working on a Wohlsen project to maintain a Hazard Communication Program in accordance with the requirements of OSHA CFR 1910.1200. Individual subcontractors are responsible for their own HAZCOM manuals. A copy of all subcontractors' HAZCOM programs and Safety Data Sheets are to be given to a Wohlsen Construction Project Representative and will then be located in the project trailer.

The Subcontractor Hazard Communication Programs and related SDS will be made available upon request to other site contractors who may come into contact with these materials during the course of operations.

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Section 6 Accident/Incident Reporting

An accident is defined as any unscheduled event causing damage to property and/or persons. An incident is any unscheduled event, which results in delays of activities and presents the potential for damaging persons or property. These also include “Near Misses.”

In the event of an accident/incident or near miss, regardless of the severity of the occurrence, a written report and a completed investigation form must be submitted within 24 hours by supervisory personnel to the Wohlsen Safety & Health Department. Notification is to be made immediately via phone.

Subcontractors must notify a Wohlsen Project Team member immediately and follow the 24-hour investigation and reporting requirements. Documentation of the investigation must be provided in report form.

Investigation is critical in determining the root cause and in the further elimination of any hazardous conditions or unsafe practices.

All site employees are required to notify their immediate supervisor in the event of an accident, injury or near miss. It is imperative that proper treatment and care is provided to any injured employee.

Section 7 Subcontractors

The term “subcontractor employee” is considered to mean a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair on behalf of a subcontractor. The definitions of project “subcontractor and subcontractor employee” will apply to every tier of sub subcontractor and their employees, suppliers and all workers who enter the project and perform a portion of the contract involving labor. Persons furnishing supplies, materials or technical support will also be considered a “subcontractor employee.” To the extent that a subcontractor of any tier agrees to perform any part of the contract, he also assumes responsibility for complying with the provisions of the safety management plan and will be referred to as site employees.

Prior to the commencement of work on the project, subcontractors will develop and submit to Wohlsen a Site-Specific Safety and Health Program that addresses the hazards associated with the subcontractor’s scope of work, as defined in Wohlsen’s Site-Specific Safety Plan Policy.

A safety representative (Competent Person) from each sub subcontractor will be designated to the project. The representative from each sub subcontractor must have the authority to stop work of their work force in the event of a safety issue.

The subcontractor project safety representative will ensure that their site employees, suppliers and technical support, regardless of tier, comply with the Wohlsen Safety Policy, their Company’s project-specific safety and health and HAZCOM programs, the contract documents,

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the project-specific safety plan, OSHA standards and all other federal, state and local codes, laws and regulations.

Each Subcontractors' Superintendent/Foreman Will:

- Plan and execute all work operations so as to comply with stated objectives of the project's site-specific safety plan.
- Ensure that all employees are scheduled for and complete project's Safety Orientation prior to working on site.
- Complete, when requested or required by Wohlsen, a Job Hazard Analysis, or JHA, for any high-hazard scope of work. A JHA may be requested at any time in advance of the start of a particular scope of work associated with the contract documents.
- Good housekeeping is an important part of overall project safety. It is the responsibility and requirement of all site employees, supervisors and workers to keep the workplace clean.
- Provide and enforce the use of personal protective equipment for their site employees as is required by the project, federal, state and local regulations or codes.
- Complete an accurate investigation report of all injuries, losses to public property or personnel, equipment and material with submission to the Wohlsen project superintendent within 24 hours of occurrence.
- Attend all safety and project meetings as scheduled by the Wohlsen project management team.
- Schedule and complete weekly toolbox safety meetings with all their employees. The toolbox safety meetings will be held once per week. Toolbox safety meetings will be documented and cover topics pertinent to work being performed. Toolbox safety meetings will be conducted by the subcontractor superintendent or designated foreman and attended by all field subcontractor site employees. All subcontractor site employees will sign the meeting form and are encouraged to make topic suggestions. Copies of the weekly toolbox safety meetings must be provided to the Wohlsen project superintendent by the close of business each Friday.
- Report to the Wohlsen Project Team all unsafe conditions, practices and violations observed on the project, including those that are not within the subcontractor's direct control, to implement corrective action.
- Maintain and communicate the Contractor's Hazard Communication Program on site. The program must be current and up-to-date. A copy of the program will be provided to the Wohlsen Project Team and kept in the Wohlsen project trailer.

Section 8 Traffic Control/Site Logistics/Proper Work Attire

All material deliveries or heavy equipment that operates or travels on the existing roadways open to public traffic must have a flagman to accompany the load or equipment. It is the responsibility of each subcontractor to provide the required flagging and flag person to escort their equipment or deliveries to the destination of operation or storage.

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All subcontractors should read and understand the site logistics plan.

Proper work attire is required on Wohlsen projects. Long pants (not sweatpants) and sleeved shirts must be worn. Prescription glasses must be ANSI-approved with side shields or be covered with safety goggles. Jewelry is not permitted on projects.

No music streaming of any kind is permitted on the project. This includes ear buds and radios.

Section 9 Personal Protective Equipment [Subpart E]

Wohlsen and our subcontractors must ensure that the correct personal protective equipment (PPE) is provided to and used by employees working on the project.

The planning process allows for the use of several methods of exposure elimination, reduction and control of the hazards. Those methods include engineering controls, work practices and administrative controls. When the use of engineering controls, work practices and administrative controls are not feasible or do not provide sufficient protection, Wohlsen and our subcontractors must ensure that the correct PPE is provided to and used by employees working on the project.

This policy does not eliminate the need for subcontractors to perform a Hazard Assessment to determine the full PPE needs of their employees. It is intended to communicate the minimum requirements for PPE for persons accessing or working on the project.

Wohlsen has established a list of required personal protective equipment for all projects:

- Hard Hats – Must meet the ANSI Z89.1 requirements
- Safety glasses with side shields – Must meet the ANSI Z87 requirements
- Work boots with ankle support and hard sole for puncture resistance
- High-visibility shirts with sleeves or vest

Specific tasks may require additional PPE such as gloves, a face shield, hearing protection, dust masks, respirators, etc.

All visitors to a Wohlsen project who will access construction areas are expected to follow the PPE requirements. If a visitor does not have the required PPE to access the construction area, Wohlsen may provide a hard hat, safety glasses and high-visibility vest. Proper footwear is expected and visitors wearing open toed shoes, high heels or sandals will not be permitted to walk the project. All visitors are expected to check in with the Wohlsen Project Team on site and be escorted while accessing construction areas.

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Section 10 Tools & Equipment [Subpart I]

Unsafe or poorly maintained tools and equipment can lead to a poor-quality job, but also to injuries to the worker using those tools. To ensure that no injuries arise out of the use of a defect tool or the use of an improper tool, the following must be adhered to:

- Tools and equipment must be maintained in a safe condition and only used in the manner for which they are intended and designed.
- Any power-operated tool designed to accommodate a guard MUST be equipped with a guard. Any employee observed willfully disabling a guard will be suspended from the project.
- Employees are required to inspect tools and equipment prior to use and tag the equipment appropriately.
- Any damaged or defective tool must be removed from the project.
- Employers must permit only qualified/certified employees to operate machinery and equipment. Wohlsen requires all certified operators to present training cards issued by a qualified instructor prior to operating equipment. Training must be current within the past three years and refreshed when initial training expires. Operators found to be in violation of safety rules or involved in an incident must complete refresher training prior to being allowed to operate the equipment.
- Employees operating vehicles or equipment are solely responsible for the safe operation of the vehicle. This includes any transported personnel or loads, as well as the securement of loads and adherence to the lifting capacity of the equipment.
- Operators of vehicles and equipment will inspect for defects at the beginning of each shift. Defective vehicles or equipment must not be used.
- Equipment provided with only an operator's seat will not be used to carry passengers unless an approved personnel platform or seat has been provided.
- Vehicles with a restricted view to the rear will be equipped with an operable and audible backup alarm.
- Blades and buckets of earth-moving equipment will be lowered to the ground when unattended and at the end of the workday.
- Engines will be shut down during refueling operations. Smoking is prohibited in refueling areas. Refueling will be done while maintaining contact between the hose and tank. No open flames or combustible materials are to be in or around the refueling area. A spill kit will be maintained on site by the subcontractor/operator for use in the refueling area.
- All vehicles and equipment must be operated in accordance with the Wohlsen Site Logistics Plan and maintain a minimum clearance of 10 feet from any energized power lines (overhead lines). Any alterations to this plan must follow Section 12, Electrical Safety, with an appropriate completed JSA.
- Operators unloading equipment must ensure that trailers or delivery vehicles have tire chocks in place and are secured prior to unloading.

NOT FOR BIDDING PURPOSES

- Operators will set the emergency brake and shift into neutral or park prior to dismounting equipment.
- Operators will don appropriate personal protective equipment if the equipment they are using is not equipped with an enclosed cab. Hard hats and safety glasses are required to be with the operator during equipment operations and must be used if the cab does not provide adequate protection.

Section 11 Welding/Cutting and Hot Work [Subpart J]

All construction work involving the use of welding, cutting with torches or other heat sources requires a Hot Work Plan to be completed and approved by Wohlsen prior to the start of the operation. The Hot Work Plan is to be completed by the Competent Person and include the following information:

- Identification and training verification for those employees performing the work
  - Employees performing welding, cutting or hot work must have documentation of training to address the safe operation and use of equipment and processes
- Identification of Qualified Personnel or Vendor for equipment repairs
  - Defective or unsafe equipment must not be used and removed from service
  - Repairs may only be completed by the Qualified Person or Vendor
  - Repaired equipment may only be returned to service after verification of repairs has been provided to Wohlsen
- Description of work to be performed and safety precautions to reduce fire hazards
  - Basic description of the work to be done and safety precautions
  - Alternative measures necessary
  - Removal of fire hazards (combustible materials) from the work area
  - Use of protective devices (guards, fire blankets, shields)
- Stop work conditions and identity of authorized personnel to issue order
  - Hot work will not be performed if hazards are not able to be moved to a safe location
  - Hot work will not be performed if guards or controls are not used to prevent fire hazards
- Ventilation or respiratory protection requirements for work involving metals
  - Identification of hazardous metals to be completed by the Competent Person
- Completion of a Hot Work Permit by the Competent Person
  - Use of Wohlsen's Hot Work Permit is required
  - Permit must be approved by Wohlsen to authorize work
  - Completed permits must be kept on site
- Identification of the designated Fire Watch (to be listed on the Hot Work Permit)
  - Fire Watch is required when performing Hot Work near combustible materials, in areas where a fire may develop or in compliance with Client requirements
  - Fire Watch personnel must provide verification of training in the operation of fire extinguishers and acknowledge the project Crisis Management Plan to sound an alarm

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  - Must have appropriate fire extinguishers in the immediate work area
- Fire Watch must remain in place for one hour after hot work has been completed
  - Additional time may be required for specific clients and listed on the Hot Work Permit

Section 12 Electrical Safety [Subpart K]

It is Wohlsen's policy to comply with Federal OSHA, applicable state regulations, the National Electrical Code and other established safety standards to reduce or eliminate the dangers associated with the use of electrical energy. The electrical safety program is intended to give those persons who may come in proximity with energized electrical parts in their work activities the knowledge of safety and recommended practices necessary to protect against electrical shock or burns. It is Wohlsen's policy that all management, supervisors and employees follow the fundamental principles of Safe Work Practices described in this program. A clear understanding of these principles increases the safety of those who work with or around electricity.

It is very important that we recognize electrical hazards so that we can identify Safe Work Practices and methods to control those hazards. Electrical Hazards include:

- Electric Shock - Electricity is one of the most commonly encountered hazards. Under normal conditions, protection from shock is afforded by the safety features of the electrical equipment. Nonetheless, accidental contact with electricity can cause serious injury or death. Most electrical systems establish a voltage reference point by connecting a portion of the system to an earth ground. Because these systems use conductors that have voltages with respect to ground, a shock hazard exists for workers who are in contact with the earth and exposed to the conductors. If people come in contact with a "live" (ungrounded) conductor while they are in contact with the ground, they become part of the circuit and current passes through their bodies.
- Electrocution – A fatal electrical shock.
- Burns – There are three basic types of burns suffered in an electrical incident: electrical burns, arc burns and thermal contact burns. In electrical burns, tissue damage (whether skin deep or deeper) occurs because the body is unable to dissipate the heat from the current flow. Typically, electrical burns are slow to heal. Arc burns are caused by electric arcs and are similar to heat burns from high-temperature sources. Temperatures generated by electric arcs can melt nearby material, vaporize metal in close vicinity, burn flesh and ignite clothing at distances up to 10 feet. Thermal contact burns are those normally experienced from skin contact with the hot surfaces of overheated electric conductors.
- Fire – Electrical currents can cause fires either to clothing of an employee or other combustible material with which the electrical current may come into contact. If the material has a low conductive rate resulting high resistance, a fire is possible. Additionally, electrical fires can occur when circuits are overloaded and the circuit breaker is defective.

NOT FOR BIDDING PURPOSES

Electrical Safe Work Practices

- ONLY Qualified electricians are permitted to work on any electrical system or component of a system. **Qualified person (Electrical):** One familiar with the construction and operation of the equipment and the hazards involved (OSHA); an individual that has sufficient understanding of a device, system or piece of equipment to be able to positively control any hazards it may present. The individual must possess the experience and training necessary to execute the work per recognized and accepted technical standards.
- A Ground Fault Circuit Interrupter Program (GFCI) is in effect on all Wohlsen projects. GFCIs are required for use on any temporary, permanent or generator-supplied outlets that are not equipped with a GFCI. GFCIs ARE REQUIRED FOR USE AT ALL TIMES. GFCIs must be installed at the outlet, not the tool end of the extension cord.
- All temporary and permanent electrical work, installation and wire capacities will conform to the National Electrical Code and other applicable federal, state and local codes.
- Only qualified electricians familiar with code requirements will be allowed to perform electrical work.
- No employee will be permitted to work close enough to an unprotected electrical power circuit such that they may contact the same in the course of their work unless the employee is protected against electrical shock by de-energizing the circuit and grounding it or by guarding it with effective insulation or other means.
- All temporary electric wiring will be installed so that the wiring cannot be damaged when materials are moved as construction progresses.
- Suitable barriers or other means will be provided to ensure that the workspace for electrical equipment will not be used as a passageway during periods when energized parts of electrical equipment are exposed.
- Each temporary disconnect box will be legibly marked to indicate its purpose unless located and arranged so that the purpose is evident.
- Use electrical devices only as intended. Electrical devices may not be modified beyond the intent of their design. Electrical equipment is only safe when it is used according to its intended purpose. Some examples of misuse of electrical equipment are: constructing home-made extension cords or deforming a contact to enable it to fit a receptacle for which it was not intended.
- Always consider electrical equipment energized unless positively proven otherwise. When working on electrical equipment, treat the equipment as live until it is tested, locked, tagged, shorted, and /or grounded as appropriate.
- Reset circuit breakers only after the problem has been corrected. Do not attempt to reset a circuit breaker unless the problem has first been identified and corrected or isolated.
- Only those persons who are qualified and authorized may install, repair, test or calibrate electrical devices or equipment.

NOT FOR BIDDING PURPOSES

- Electrical equipment is considered safe only when it is used as specifically intended by its listing and design. Equipment must not be altered beyond the original design intent and must not be used for any purpose other than that for which it was constructed.
- Isolate all sources of dangerous voltage and current with covers and enclosures. Access to circuits must be guarded against accidental contact by either screw-on panels or interlocked doors, panels, covers, etc. The frame or chassis of the conductive enclosure must be connected to a good electrical ground with a conductor capable of handling any potential fault current.
- A minimum safe clearance distance of 10 feet will be maintained when working in an elevated position near energized power lines (overhead lines). Only Qualified Persons may perform work inside the safe clearance distance after a Job Hazard Analysis (JSA) has been completed and the power lines have been de-energized or protected by other means, such as temporary blankets or barriers. The JSA must reference OSHA CFR 1910.333(c)(3)(ii) and list the approach distance to be followed per Table S-5 (Construction CFR 1926.403(i)(1)(i) table K-1).
- Protective measures, such as signage or protective shields/barriers, will be utilized to ensure that employees do not enter spaces with electrical hazards or exposed energized parts unless proper lighting is in place to allow them to work safely. OSHA CFR 1926.56 Illumination table D-3 will be followed for all areas of operation.
- Conductive items of clothing may not be worn in areas with potential electrical hazards unless they are protected by covering, wrapping, or other non-conductive measures. Jewelry, including wrist watches, is not to be worn while performing electrical work.
- All temporary lights will have basket type protection.

Extension Cord Safe Work Practices

- Extension cords used with portable electrical tools and appliances will be of the three-wire type. Cords with the ground probe removed or rendered ineffective will be removed from service.
- Electrical cords and trailing cables will be covered, elevated, or otherwise protected from damage that could create a hazard to employees or other persons in the area. A weekly cord roll up program will be utilized to prevent hazards and maintain work areas.
- Use only approved and properly maintained extension cords that have no exposed live parts, exposed ungrounded metal parts, damage or splices.
- Making repairs to extension cords is prohibited (repairing cord ends) as they alter the cord from the Manufacturer's approved state.
- Use extension cords that are protected by a ground fault circuit interrupter (GFCI) around construction sites, in damp areas or in an area where a person may be in direct contact with a solidly grounded conductive object. The GFCI can consist of a special circuit breaker, a GFCI outlet or an extension cord with a built-in GFCI.
- Always use three-conductor (grounded) extension cords – even if the device has a two-conductor cord. Never use two-conductor extension cords.

NOT FOR BIDDING PURPOSES

- Avoid running extension cords through doors, ceilings, windows or holes in the walls. If it is necessary for short-term use, make sure the cord is protected from damage, does not create a tripping hazard and is removed immediately when no longer in use.

Section 13 Lockout/Tagout (LOTO) [Subpart K]

In addition to the Electrical Safety program, additional areas have been identified for work specific to "Lockout/Tagout" procedures and are listed in this section.

Wohlsen Construction and our Subcontractors will utilize several methods to eliminate the hazards associated with electricity. This includes potential energy from sources such as hydraulic, stored energy (tension), pneumatic, thermal or other sources.

- ONLY qualified electricians are permitted to work on any electrical system or component of a system involving lockout/tagout procedures. **Qualified Person (Electrical):** One familiar with the construction and operation of the equipment and the hazards involved (OSHA). An individual that has sufficient understanding of a device, system or piece of equipment to be able to positively control any hazards it may present. The individual must possess the experience and training necessary to execute the work according to recognized and accepted technical standards. This training must include:
  - Recognition of hazardous energy source, type and magnitude of energy available
  - Methods and means necessary for energy isolation and control
  - Purpose and use of the energy control procedure
  - Directions for any other employee whose work operations are or may be in an area where energy control procedures may be utilized
  - When tagout systems are used including the limitations of a tag
  - Tags are not to be removed without authorization
  - The tag is never to be ignored or bypassed

Training is to be completed prior to initial assignment, when there is a change in job assignments or there is a change to the equipment/machine, energy control procedure or a new hazard is discovered.

- Qualification and authorization to perform electrical work involving lockout/tagout procedures are based upon a combination of formal training, experience and on-the-job training. Documented verification of training must be signed, certified and provided to the Wohlsen Project Team prior to any work being performed involving electrical work.

<u>Lockout/Tagout and Energy Control Procedure</u>

- Electrical equipment or machinery will be de-energized and rendered inoperative by locking out supply switches and using established procedures for that specific machine or equipment prior to performing work on such equipment or machinery unless power must be applied for the purpose of adjustment or electrical trouble-shooting. If lockout devices are not feasible, a tagout system will be used at all points where the equipment may be energized. A qualified electrician should assist other crafts to lock out or tag out electrical machinery.

NOT FOR BIDDING PURPOSES

- Prior to power shutdown, the qualified electrician must be aware of the energy source (type), magnitude, associated hazards and methods to control the energy.
- Controls of equipment or circuits to be deactivated during the course of work will be tagged out.
- Equipment or circuits that are de-energized will be locked out, or tagged out where locks are not feasible, at all points where such equipment or circuits can be energized to isolate the energy source.
- Locks and tags will be placed and marked to identify the equipment or circuit being worked on and include the name of the employee placing the device and their employer.
- After locks and/or tags have been placed, all potential energy must be rendered safe by relief, restraint or disconnect methods.
- Prior to starting work on machines or equipment that have been locked and/or tagged out, the qualified electrician will test and verify that the energy has been isolated. If the potential energy may build up during the work being performed, this verification will continue until the work is complete or the potential of buildup no longer exists.
- Lockout/tagout procedures will be limited to the trade performing the work during their scheduled shift as determined in the scope of work.
- In the event that multiple trades must perform lockout/tagout work on the same equipment or power source, each qualified electrician will place their own lock and/or tag to remain in place during their work and only be removed by the person who placed the lock and/or tag.
- The process of multiple trades using lockout/tagout procedures on the same equipment or power source must be coordinated by a designated qualified electrician. This person will be responsible for the exposure and protection of a set number of employees and include any personnel or shift changes.
- All Subcontractors performing electrical work are subject to periodic inspections conducted to verify that requirements for the energy control procedure are being followed. These inspections are to be documented and completed annually for the duration of the project.

Section 14 Fire Protection [Subpart F]

SMOKING is not permitted on the jobsite. Designated smoking areas will be provided if permitted by the client.

A fire extinguisher not less than 5# class ABC will be provided for each 3,000 square feet of building area and the maximum travel distance between extinguishers will not exceed 100 feet.

All fire extinguishers are subject to monthly visual inspection and annual maintenance record review by any member of the Wohlsen Project Team. Subcontractors providing portable fire

NOT FOR BIDDING PURPOSES

extinguishers are responsible for maintaining inspections and maintenance on their equipment with documentation provided to the Wohlsen Project Team.

A fire extinguisher will be immediately available for use during any cutting, welding or burning, or other work that creates and ignition source.

A fire extinguisher rated at least 10# class ABC will be provided whenever more than five gallons of flammable or combustible liquid, or five pounds of flammable gas is being used on the project.

Combustible materials such as scrap lumber and debris will be removed 50 feet from areas where hot work activities are occurring.

Employee Training

Only employees trained and who feel confident should attempt to extinguish a fire. Training will include basics of fire extinguisher use and the P.A.S.S. (Pull Aim Squeeze Sweep) system along with hazards associated with basic firefighting procedures to be completed prior to initial assignment and then on an annual basis.

Note: The use of video or electronic training elements in replacement of a live fire are acceptable as part of a fire safety training program, provided they meet the same demonstration of competency by the employee.

Section 15 Scaffolds & Aerial Lifts [Subpart L]

Any subcontractor utilizing a scaffolding system to complete any part of their scope of work must identify their designated Competent Person in writing prior to the start of scaffolding erection.

Scaffolds

- The designated Competent Person will be responsible to ensure that the scaffold system is constructed in accordance with OSHA standards as well as manufacturer instruction for erection including all parts from the same manufacturer.
- The Competent Person will be required to complete daily pre-operational safety inspections and to determine the fall protection systems to be used during the construction, use, and disassembly of the scaffolding system.
- Only employees that have been trained by a qualified person to recognize the hazards associated with the type of scaffold being used and to understand the procedures to control or minimize the hazards will be permitted to work on the scaffold. Wohlsen reserves the right to request scaffold training documentation from any subcontractor utilizing scaffolding systems.
- All scaffolds must have ladder access.
- The working areas of a scaffold must be fully decked.

NOT FOR BIDDING PURPOSES

- Guardrails should be installed at the proper levels as described in Section 18, Fall Protection.
- Toe-boards or other means of protection are required when falling object hazards are present.

Aerial Lifts

- Employees working from aerial lifts must be provided with and wear a full-body harness and lanyard attached to the anchor point provided in the lift basket.
- Only authorized and trained personnel may operate the lift.
- Never exceed aerial lift and basket load limits.
- The guardrail system on the lift must be maintained and the gate or chain opening used to access the equipment must be in the closed position.
- Do not stand on the boom lift mid-rail or top-rail. An employee's feet must remain on the platform of the equipment.
- Lift brakes will be set and when outriggers are used, will be positioned on pads or a solid surface.
- Upper and lower controls must be provided and employees working from the lift must be familiar with operating them.
- Lifts can only be moved with an employee inside if the equipment was designed for that use.
- Modifications of an aerial lift must not occur unless approved by the manufacturer .
- When lifts are used inside buildings, precautions must be taken to monitor carbon monoxide emissions and reduce hazardous levels of exposure.
- All lifts being used on a project must come with current service and inspection documents.
- Concrete slabs, bituminous paving and finished flooring will be protected from lift tire damage as needed.

Section 16 Ladder Safety [Subpart X]

- Each subcontractor working on the project will comply with the provisions of OSHA CFR 1926.1053 – 1926.1060.
- It is the employer's responsibility to provide training to each employee that ensures employees can recognize hazards related to ladders and the procedures to be followed to minimize those hazards.
- Only non-conductive ladders are permitted on Wohlsen projects.
- The type of ladder will be selected based on the task to be completed. The correct type of ladder and the correct rated capacity for the job must be used.

NOT FOR BIDDING PURPOSES

- Working from ladders, step or extension, at heights over six feet from the ground or working surface requires fall protection.
- The condition of the ladder will be inspected prior to set up and use. No defective or broken ladders will be used on the project.
- Ladders will be set up in accordance with the manufacturer instruction.
- All manufacturer labels, warning stickers, and other instructions will be present and legible.
- Ladders must be placed on a sound footing; they will not be placed on unstable objects such as loose bricks or mud.
- Employees will not carry tools, materials, or objects while climbing and will avoid leaning from side to side or away from the ladder and remain having three points of contact.
- Employees will face the ladder while climbing and only one worker at a time is permitted on a ladder.
- Step or A-frame type ladders will be used with the spreaders/locking bars fully engaged.
- Only 2-in-1 cross step ladders may be used in the closed position as recommended by the manufacturer.
- Ladders must not be used as a component for scaffolding.
- Straight and extension ladders:
  - Must have non-skid safety feet
  - Must be secured at the top when in use for accessing another level
  - Must be placed at an angle of one foot of run for every four feet of rise
  - Must extend a minimum of three feet above the landing surface
  - May not be separated into two ladders for any purpose

Section 17 Excavation Safety [Subpart P]

An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways. A trench is defined as a narrow underground excavation that is deeper than it is wide, and no wider than 15 feet at the bottom.

Excavation Safe Work Practices

- Prior to any excavation activities, the location of any underground utilities should be located by using the One-Call System (811) or designated utility company. Existing drawings, as built, or other document reviews will also be completed.
- A Competent Person as defined by OSHA must be present on-site anytime employees are working in an excavation. A Competent Person must inspect an excavation and the areas around it daily for possible cave-ins, failures of protective systems and equipment, hazardous atmospheres, or other hazardous conditions before allowing workers to enter and perform their tasks.

NOT FOR BIDDING PURPOSES

  - Inspections are also required after natural events such as heavy rains or manmade events, such as blasting that may increase the potential for hazards. If the inspector finds any unsafe conditions during an inspection, you must clear employees from the hazardous area until proper safety precautions are implemented.

- All excavations five feet or greater in depth must be protected by sloping, benching, shoring, or shielding. The protective measure to be used in an excavation less than five feet in depth will be determined by the Competent Person on the job.
- Keep materials or equipment that might fall or roll into an excavation at least two feet from the edge of excavations, use retaining devices, or both.
- Warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs will be used to alert operators to the edge of an excavation when the operator may have difficulty visually seeing the edge of the excavation.
- Excavations that are to be left open during construction or unattended after work is complete for the day must be protected with a barricade and/or visual warning to protect workers. Stakes with orange fencing, flagging or rigid barriers are to be in place around edges of open excavations.
- Scaling will be provided when needed to remove loose rock or soil, or install protective barricades and other equivalent protection to protect employees against falling rock, soil, or materials.
- Employees are not permitted to work on faces of sloped or benched excavations at levels above other employees unless you provide the employees at the lower levels with adequate protection from the hazard of falling, rolling, or sliding material or equipment.
- Employees are prohibited from standing or working under loads being handled by lifting or digging equipment.
- Employees are required to stand away from vehicles being loaded or unloaded to protect them from being struck by any spillage or falling materials.
- Excavation operations must be free from water accumulation. A Competent Person must determine the best means to be utilized to eliminate water accumulation and direct the dispersion away from other areas where it could create hazards.
- Safe access and egress to all excavations, including ladders, steps, ramps, or other safe means of exit must be provided for employees working in trench excavations four feet or deeper. These devices must be located in the excavation within 25 feet of all workers.

Section 18 Fall Protection [Subpart M]

It is the responsibility of each Subcontractor employer completing any scope of work to assess the fall hazards/exposures related to that scope of work and ensure that they have planned for this exposure and apply the principals of pre-planning, engineering controls, guarding, fall restraint, and personal fall arrest systems to protect their employees. Work areas must also be kept clear of debris, materials or other materials that can create slip/trip/fall hazards.

NOT FOR BIDDING PURPOSES

Fall Protection Safe Work Practices

- All site employees exposed to an elevated fall of six feet or greater in height will be protected from falls to lower levels by guarding, fall restraint and/or personal fall arrest systems.
- A fall protection plan completed by a Competent Person is required when workers are exposed to fall hazards.
- All workers must be trained in fall protection hazards, methods of protection and all elements required in the fall protection plan.
- All components of fall protection systems (lanyards, harness, retractable, etc.) must be inspected prior to use.
  - Any damaged/defective equipment must be immediately removed from service.
  - Any equipment subjected to fall must also be removed from service.
- All fall protection equipment must be properly maintained and stored to protect against weather/project hazards.
- Tools and/or equipment being used at heights must be tethered or secured to prevent falling object hazards to workers below.
- Restricted access zones must be in place where elevated work is in place (setting steel and/or decking, demolition, re-roofing, etc.).
- Work being performed from step ladders next to edges, including open stairwells, must have secondary fall protection in place or be protected by additional guard rails being installed.
- All employees will be protected from being struck by falling objects using toe-boards, guardrails, safety nets or ground level barriers.
- All floor openings two inches or greater in size must be protected with a cover or barrier system.
  - Covers must be able to support at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time.
  - To prevent accidental displacement resulting from wind, equipment, or workers' activities, all covers must be secured. All covers will be color coded and be marked "HOLE" or "COVER."
- No worker is to remove a cover or barrier system installed by any contractor without first contacting who installed it, planning work that is needed to remove the cover or barrier and proper methods of secondary fall protection is in place (fall restraint or fall arrest systems).
- Open-sided floors and platforms six feet or more in height must be guarded.
- Guardrail systems must have a top rail of 42 inches (plus or minus three inches) capable of withstanding 200 pounds of pressure, mid-rail halfway between the top rail and working surface capable of withstanding 150 pounds of pressure and toe board to protect against falling object hazards. Cable guardrail systems must meet all of these

NOT FOR BIDDING PURPOSES

requirements, have the top rail flagged at every six feet for visibility and no more than two inches of deflection when force is applied in any direction.

- The use of a personal fall restraint or personal fall protection systems must be determined by a Competent Person.
- Only designated and trained personnel will be authorized to use personal fall restraint and/or personal fall arrest systems. Wohlsen reserves the right to request in writing the documented training of all subcontractor employees working with fall protection equipment.
- A Retrieval Plan must be included in the fall protection plan related to rescue of an employee in the event they suffer a fall. The Retrieval Plan must list all equipment and personnel to be utilized in the rescue.

Section 19 Crane Safety [Subpart CC]

Cranes are one of the most useful and productive pieces of equipment on a jobsite. Crane accidents, on the other hand, can be outright devastating to a project and the employees working on the job. OSHA standards **29 CFR 1926.1400 – 1442,** which set forth the requirements of crane regulations, must be complied with at all times on this project. Wohlsen reserves the right to increase the safety requirements relative to crane operations at any time if it will provide a safer work place.

Wohlsen does not own or operate cranes but our subcontractors are expected to use cranes on the project. Wohlsen's responsibilities as it relates to cranes on our jobs include:

- Site preparations for any subcontractor who informs us in advance that they will be utilizing a crane on the project (use must be agreed upon)
- Notification to the crane operator of any known underground hazards – utility locations, vaults, and history of sink holes or voids.

<u>Crane Safe Work Practices</u>

- Completed crane lift plan
- Crane safety procedures
- Name of the lift supervisor (if needed)
- Erection sequencing plan (if needed)
- Copy of the annual inspection
- Copy of the crane operator's license/certification
- Copies of the rigger's qualification
- Copies of the signalperson's certification

Section 20 Rigging Material Handling [Subpart H]

All construction work involving the use of rigging/material handling requires a Qualified Person to be operating machinery and approved by Wohlsen prior to the start of the operation. Verification of training will be provided to Wohlsen and identify those employees determined

NOT FOR BIDDING PURPOSES

to be Qualified Persons for each Subcontractor on a Wohlsen project. The Qualified Person is responsible to ensure the following practices are in use and enforce compliance with all safety measures.

- Inspection for rigging equipment will be done to ensure it is safe for use
  - Employees should inspect all equipment prior to use on each shift
  - As necessary if equipment, material, etc., are changed
- Defective rigging or unsafe equipment must be identified
  - Defective or unsafe equipment must not be used and removed from service immediately
  - Repairs may only be completed by the Qualified Person or Vendor
  - Repaired equipment may only be returned to service after written verification of repairs has been provided to Wohlsen
- Rigging equipment will not be loaded beyond its recommended safe working load
  - Identification markings, indicating rated capacity for the type(s) of hitch(es) used
  - The angle upon which it is based
  - Number of legs, if more than one, will be permanently affixed to the rigging
- Rigging equipment must be properly stored/secured at all times
  - Rigging equipment not in use will be removed from the immediate work area
  - Rigging equipment should be stored as not to present a hazard to employees
  - Rigging equipment will be stored to protect from damage, including weather
- Tag lines will be used unless their use creates an unsafe condition
- Latches are in place to eliminate hook throat openings
  - Hooks on overhaul ball assemblies, lower load blocks, or other attachment assemblies will be a type that can be closed and locked.
  - An alloy anchor type shackle with a bolt, nut and retaining pin may be used as an alternative if determined to be necessary by the Qualified Person
- Suspended Loads
  - All employees will be clear of loads about to be lifted and of suspended loads

Section 21 Housekeeping [Subpart C]

All subcontractors are required to keep the work area clean and orderly. Poor housekeeping leads to a higher potential for slips and falls, creates potential fire hazards, attracts rodents and pests and lowers productivity. All workers are required to keep walking surfaces free from these hazards.

Garbage and other waste will be disposed of at frequent and regular intervals. Scrap and debris from work activities will be removed from work areas daily. Materials will be stored in an orderly fashion, clear of work areas and traffic lanes. Protruding nails will be removed or bent over in scrap lumber.

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Every worker on the project is expected to clean up after themselves during the course of a workday. Subcontractors are expected to clean their work areas periodically throughout the day.

If a subcontractor does not meet the expectations associated with housekeeping practices, Wohlsen Project Team may:

1. Request that the subcontractor provide manpower to participate on a general clean-up crew.
2. Use Wohlsen manpower and apply back charges to the subcontractor.
3. Utilize the weekly cord roll up program for Friday afternoons.

Section 22 Crystalline Silica Safety [Subpart Z]

Crystalline silica is an important industrial material found abundantly in the earth's crust. Quartz, the most common form of silica, is a component of sand, stone, rock, concrete, brick, block, and mortar. Materials containing quartz are found in a wide variety of workplaces.

Silica dust is hazardous when very small (respirable) particles are inhaled. These respirable dust particles can penetrate deep into the lungs and bring about disabling and sometimes fatal conditions including cancer, silicosis, and other physical effects.

- A written plan is REQUIRED to be submitted which details the tasks that involve exposure to silica, the controls and respiratory protection used to prevent exposure for each task, housekeeping measures and procedures used to restrict access to work areas.
- Provide the name of the Competent Person that will implement the written plan.
- If duration of exposure is 15 minutes or less and the 8-hour time weighted average can reasonably be anticipated to remain under the permissible limit, please indicate this next to the tasks involving silica exposure and submit to Wohlsen on company letterhead.

<u>Best Practices for Controlling Silica Exposure</u>

1. Use water wherever and whenever possible. The best, easiest and most cost-effective system to controlling silica exposure is to utilize water when cutting concrete, block, brick, tile, etc.
2. Set up cutting stations close to the water supply and away from the majority of the work force. Try and maintain a single cutting area for all brick and block work.
3. Where water cannot be used, in a completed building or completed area, a properly filtered vacuum or other dust control system is to be used instead.

Section 23 Safety Inspections/Audits

A Safety Inspection Policy has been established for all Wohlsen projects. This policy does not replace the responsibilities of all Wohlsen employees from stopping unsafe acts or reporting unsafe conditions upon observation. Nor does it replace site supervisor's responsibilities to identify these conditions as a matter of daily standard operating procedure. It is intended to allow greater focus on these efforts and provide a set of means and methods to complete the process.

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Documented safety inspections must be completed every week. Superintendents, project managers, and project engineers are required to complete two safety inspections per month. The Safety & Health Department will conduct unannounced visits to the project to complete and report Safety Inspections/Site Surveys.

Section 24 Stop Work Policy

Whenever an imminent danger is present to any person, including, but not limited to, Wohlsen employees, subcontractor employees, and third parties, all workers on site have the right to stop work so that hazards are abated or safe work practices are incorporated. For the purposes of this policy, an imminent danger includes, but is not limited to:

- A situation for which the individual is not properly trained or experienced
- A situation for which the individual is not equipped (i.e. safety or personal protective equipment)
- A hazard that is not typical to the individual's work activities or job
- A worker that is unfit for work due to the influence of alcohol or illegal or mind-altering substances
- A danger that would normally stop work in the affected area

Subcontractor's employees are required to report all "stop work" actions immediately to their supervisor and the Wohlsen project manager/engineer and/or safety manager for investigation. During the investigation, the employee(s) involved with the "stop work" action will not leave the site or return to the work activity without authorization.

If the "stop work" action is used for legitimate safety reasons, the individual initiating the action (employee or subcontractor) is protected from discipline, retribution, or discrimination by Wohlsen or their employer.

Section 25 Disciplinary Process

The prevention of accidents, injuries, and illnesses to the site employees is a prime objective of this project. The Wohlsen Project Team is committed to reducing unnecessary human suffering and the accompanying financial burdens, which the site employees could realize as a result of accidents. All project personnel are expected to take an active and constant interest in the prevention of accidents.

No group of safety rules can be so complete that they cover all conditions. For this reason, all site employees are to use good common sense and, in all their actions, take time to think of the consequences to your fellow subcontractor site employees.

Violations of Safety Rules will result in disciplinary action, up to and including termination of employment, based on severity. Every violation requires investigation to determine the root cause on why it happened and what corrective actions are needed to prevent future occurrences. Wohlsen Management will determine appropriate disciplinary action based on

NOT FOR BIDDING PURPOSES

the severity of the violation and results of the investigation. Use of the progressive disciplinary program is at the discretion of Wohlsen Construction and may result in an immediate escalation to a higher step if the violation is deemed high risk and would therefore bypass a lower step.

Wohlsen Construction follows a progressive disciplinary action plan for the following offense(s):

- First Offense: Written Warning
- Second Offense: Three-Day Suspension from all Wohlsen projects
- Third Offense: Termination from all Wohlsen projects

Note: Progressive discipline follows a rolling six-month time frame following the first offense. Violations will be communicated to Wohlsen's Safety Department and logged on a disciplinary action chart. All employees are empowered to report and address safety violations, however written notice of discipline will be issued by Foremen, Superintendents, Project Managers or any other designated Wohlsen employee in a managerial role. Written notices will be done using the Human Resources (HR) "Employee Performance Corrective Action Form" and be reviewed with the employee with a copy placed in their HR personnel file.

Advanced Violation – Violations of Fall Protection, Equipment Guarding or Lockout/Tagout result in Advanced Discipline as described in the "Advanced Discipline Policy Guidelines"

Advanced Discipline for Violations

- First Offense: 5-day suspension from all Wohlsen projects with minimum of 6 hours training* related to safety
- Second Offense: Termination

*Note: Training topics will focus on the violation observed and include additional topics on safety. Training will consist of classroom, online and hands on settings and be overseen by the employee(s) supervisor and Wohlsen's Safety Department.

Advanced Discipline Policy Guidelines:

Fall Protection: While performing construction work, any employee exposed to an elevated fall or fall to a lower level of six feet or more must be protected from falling through the use of fall protection systems. Examples of fall protection systems include, but are not limited to, guardrail systems, personal fall arrest systems, personal fall restraint systems, covers, safety nets, controlled access zones, warning lines, or a combination of these systems. Employees observed working without fall protection while exposed to fall hazards will be in violation of this policy.

- Duties associated with inspection, investigation, assessment or installation of fall protection systems require fall protection systems to be in place when employees performing these tasks are exposed to immediate fall hazards such as a steep sloped roof*, holes or openings, damaged or deteriorated deck/flooring or unprotected sides or edges within six feet.

NOT FOR BIDDING PURPOSES

*Note: A steep sloped roof is defined as having a 4-in-12 (or greater) slope, meaning for every 12 inches of horizontal run, it rises 4 inches (or greater).

Equipment Guarding/Disabling Guards

Equipment guarding/disabling a guard – no employee shall alter, change, or otherwise disable a machine or equipment guard. Employees observed using machines or equipment without the guards in place will be in violation of the policy – regardless if they themselves removed or disabled the guard.

Lockout/Tagout

No employee shall remove or disable a lock or tag placed on a piece of equipment, circuit breaker, valve, or any other energy control device. No employee is authorized to work on live or energized systems. Those systems can include electrical, pneumatic, hydraulic, chemical, or mechanical energy. Employees observed to have removed or disable a lock or tag from an energy control device or have performed work on energized systems without a lock or tag – regardless if they themselves removed or disabled the lock – will be in violation of this policy.

Section 26 COVID-19 Precautions and Protocols

The following are general requirements, but more specific requirements are included in Wohlsen's COVID-19 Mitigation Plan and site-specific Mitigation Plans, which may be updated from time to time, and which are incorporated by reference

- All companies on site are to have COVID-19 mitigation plans for their workers
- All workers on site are expected to follow Wohlsen's COVID-19 Mitigation Plan and any mitigation plans specific to their companies.
- Daily health screening is required
  - All workers must complete the health screen using the QR code or paper form
  - Any "Yes" answers to the screen must be reviewed and the worker may not be permitted on site
- Temperature checks are required
- Workers should not report to the site if they are feeling ill
- Protocols include wearing face masks, eye protection, and gloves
  - Face shields with a Z87 stamp are approved for use in lieu of a mask
- Social Distancing should be followed to the fullest extent possible
- Follow signage and any directives applicable to work patterns
- Subcontractor must identify their Pandemic Safety Officer (PSO)
  - PSO responsible for enforcing compliance and working with Wohlsen
- No eating inside the building and no group breaks without social distancing

NOT FOR BIDDING PURPOSES

- Subcontractors are to establish their own space for drinking water
  - Responsible for preventing sharing of water
  - Responsible for cleaning up bottles
- Hand washing stations are provided on the project site
- Tools, equipment and vehicles shall be cleaned each day
- Subcontractors are expected to be aware of and adhere to travel guidance

Responding to potential or confirmed COVID-19 tests

- Supervisors must assess their employees for signs of illness
- All workers are required to report having symptoms or feeling ill to their Supervisor
- Supervisors are required to notify Wohlsen immediately of any potential cases
  - Companies should interview ill workers to determine close contacts, to extent practical
  - Wohlsen will follow protocols for potential or confirmed cases
  - Quarantine of worker and close contacts following CDC, federal, state, and local health and safety guidelines
  - Notification to Client and Contractors
  - Wohlsen will establish protocol for cleaning and re-opening project
  - Communication between Wohlsen and Contractor on return to work
  - Protocols following positive COVID-19 test will be put into place

NOT FOR BIDDING PURPOSES

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 ENVIRONMENTAL PROCEDURES

A. Environmental procedure considerations consist of, but are not limited to, the following factors:

1. Natural resources including air, water, and land.
2. Solid waste disposal.
3. Noise.
4. Control of toxic substances and hazardous materials.
5. The presence of chemical, physical, and biological elements and agents that adversely affect and alter ecological balances.

1.2 GENERAL REQUIREMENTS

A. Provide and maintain environmental procedures defined herein.

B. Comply with all Federal, State, and local laws, ordinances and regulations pertaining to environmental procedures.

C. Compliance by subcontractors with the provisions of this and various other sections of these specifications is the responsibility of the Contractor.

D. Use of equipment from which factory-installed, anti-pollution and noise control devices are removed or rendered ineffective, either intentionally or through lack of proper maintenance is prohibited.

E. Furnish a certificate that all materials and operating equipment installed as a part of this project, the installation thereof and all equipment used in the construction, are in compliance with all applicable local laws, ordinances, regulations and permits concerning environmental pollution control and abatement.

1.3 PROTECTION OF NATURAL RESOURCES

A. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition or be restored to an equivalent of the existing condition, as approved by the Architect, upon completion of the work. Confine on-site construction activities to areas defined by the drawings and specifications.

NOT FOR BIDDING PURPOSES

1.4 TOXIC SUBSTANCES

B. Asbestos and Hazardous Materials Procedure: In the event the Contractor, during the course of the work on the project, encounters the presence of asbestos or any materials containing asbestos, or polychlorinated biphenyl (PCB's) or any other hazardous materials as recognized by local Authorities having jurisdiction, promptly notify the Owner through the Architect. Do not perform any work pertinent to the asbestos or hazardous material prior to receipt of special instructions from the Owner through the Architect. Any delay in the progress of the work as a result of encountering either asbestos or hazardous materials on the project will be mitigated by the Architect. Within 24 hours of this notification to the Owner through the Architect of the encountering of the presence of asbestos or hazardous materials, the Contractor will meet with the Architect to replan and work around the affected area. The Architect will provide the special instructions without delay and upon confirmation by the local Authorities of the actions taken and authorize work to progress.

C. Asbestos testing has not been completed, asbestos-containing materials may or may not be present.

D. Comply with all applicable provisions of the National Emission Standards for Asbestos (40 CFR 61 Subpart B) should they be uncovered.

E. Comply with the local regulations of polychlorinated biphenyl (PCB). Since these chemicals are used in some existing insulation, existing fixed and vehicular transformers, assure proper marking, handling, and disposal of any PCB's in accordance with the regulations of 40 CFR 761.

1. Do not use PCB chemical substance, mixture, equipment, container, sealant, coating, or dust-control agent except in accordance with regulations of 40 CFR 761.
2. Immediately report any PCB chemical substance, mixture, equipment, container, sealant, coating or dust control agent found stored within the project area to the Architect in writing and stop work in the area.

F. Lead paint testing has not been completed, lead-containing materials may or may not be present. Contractor shall take all precautions required to handle lead containing existing finishes.

1.5 CONTROL AND DISPOSAL OF EXCESS MATERIAL, TRASH AND DEBRIS

A. Dispose of excess excavated material that is approved by the Architect as clean fill onsite if an onsite soil disposal area is approved by the Architect. If no such site is approved, dispose of the material in accordance with the provision of paragraph 1.5 (C).

B. Pick-up trash and place in containers. Empty containers on a regular schedule. Conduct handling and disposal to prevent contamination of the site and other areas. Do not dispose of in areas of natural vegetation. On completion, leave the area clean and natural looking.

C. Dispose of rubbish and debris as follows:

NOT FOR BIDDING PURPOSES

1. Transport all waste off the site and dispose of it in a manner that complies with State, and local requirements. Secure a permit or license prior to transporting any material off the site. Do not burn or bury waste materials on the site.

1.6 CONTROL AND DISPOSAL OF CHEMICAL AND SANITARY WASTES

A. Store chemical waste in corrosion-resistant containers, remove from the project site, and dispose of as necessary, but not less frequently than monthly. Provide for disposal of chemical waste in accordance with standard established practices as approved by the Architect. Dispose of lubricants to be discarded in accordance with approved procedures meeting state, and local regulations.

1.7 DUST CONTROL

A. Keep dust down at all times including nonworking hours, weekends, and holidays.

B. Secure and cover transport equipment and loose materials in transit to ensure that materials do not become airborne during transit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 01 37 00

BIM 3D COORDINATION

Part 1 General

1.1 Summary of 3D Coordination Process

A. Awarded trade contractors must submit one or more 3D Trade Contractor Models of their work as described in section 3.2 D per breakdown areas as provided by Wohlsen Construction 2D-only CAD files and/or non-CAD files (PDF, BMP, JPG, etc.) will not be accepted.

B. All coordination models will be uploaded to BIM 360 Coordinate and made freely accessible to the construction team and Wohlsen Construction's designated Project BIM Coordinator for the purposes of coordination and clash detection. By accepting the award for the project, each trade contractor agrees to provide their models at no cost and without usage limitation by others.

C. The Project BIM Coordinator will utilize Autodesk Navisworks Manage 2022 to aggregate all 3D models into a single master working file for the purposes of model review and Clash Detection services to expedite the coordination process and conflict resolution.

D. These services will be performed per the BIM Coordination schedule for all systems and be reviewed at all scheduled coordination meetings to resolve all conflicts and achieve a clash-free coordination set.

E. The process of Clash Detection determines if and by how much any two building components physically interfere with each other. In addition, Clash Detection can determine if any two elements are physically closer than an allowable clearance. The Project BIM Coordinator and Wohlsen Construction will determine allowable clearances for each type of building component (pipes, ducts, electrical panels, insulation, etc.) and publish a list of clearances to each applicable trade contractor for their use in 3D modeling and documentation.

F. The Project BIM Coordinator will compile a standard list of Clash Tests which will include what two types of items are to be clashed together, their tolerance or clearance, and other rules by which the Clash Test will run. Results of each Clash Test will record the elements involved in each individual clash, how much they interfere with each other, their location relative to the building Shared Coordinate and/or nearest column grid, as well as the trade contractor responsible for fixing the clash.

G. Upon completion of scheduled clash detection and coordination services, the Project BIM Coordinator will publish a comprehensive Navisworks .NWD file. This .NWD represents a "snapshot" of all model 3D data, model review, and coordination information gathered to that point. The .NWD will be made freely available to all trade contractors through BIM 360 Coordinate. Each trade contractor is responsible for reviewing the .NWD file, using either Navisworks Manage 2022 or Autodesk Navisworks Freedom 2022, which is a utility for review of .NWD files. Navisworks Freedom 2022 can be downloaded for free from Autodesk at Navisworks 3D Viewer Free Download | Navisworks Freedom (autodesk.com)

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1.2 Definitions and Parties

A. BIM: Building Information Modeling.

B. VDC: Virtual Design and Construction.

C. 3D Trade Contractor Model: An electronic 3D geometric representation of the trade specific building elements to be installed for a specific contractor's scope of work.

D. 3D Coordination Model: An electronic 3D geometric representation combining all trades involved in the coordination process.

E. Clash Detection: The process of computationally determining what elements in a Building Model clash with other elements. Clash Detection can determine if and by how much two elements physically interfere with each other or determine if two elements are physically closer than allowable clearances.

F. Shop Drawing: Submittal drawing to be used for approval by the owner, Wohlsen Construction, and the design team. Shop drawings shall be generated from the 3D Trade Contractor Model. These drawings shall be a 2D representation of the installation intent. These drawings shall be submitted per the contract documents prior to completion of the coordination process for each designated work breakdown area. Regardless of contract requirements, shop drawings will be submitted to Wohlsen Construction for each work breakdown area.

G. Project BIM Coordinator: The appointed personnel responsible for working with the model and for guiding the 3D coordination process.

H. Trade Contractor Model Manager: Trade contractor personnel responsible for working with the model and for interpreting the information provided within the model. Note: In addition, each awarded trade contractor must designate a lead person that will be present during coordination meetings so that coordination issues can be resolved and have proper direction relayed back to their respective contractor team.

I. Coordination Team: Wohlsen Construction, Designers, Trade Contractors

J. Construction Manager: Wohlsen Construction.

1.3 Submittals

A. 3D Trade Contractor Model

1. Each trade contractor will supply a 3D Trade Contractor Model, as outlined in Section 2.1, for their own scope of work separated by areas as directed by Wohlsen Construction.

2. Each trade contractor will provide updated 3D Trade Contractor Models on a regular, scheduled basis, as clashes are found and resolved.

3. Each trade contractor will be responsible for working in harmony with the other trade contractors to resolve coordination issues. If there is not a resolution agreed upon by all, then the Construction Manager will make the decision for them. A lead trade contractor may be appointed to control the process.

B. As-Built 3D Trade Contractor Model

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1. Each trade contractor will supply a 3D As-Built Trade Contractor Model(s) with all clashes resolved and representing what was installed in the field for their own scope of work at the end of the coordination process.
    a. One complete model representing the project as a whole.
    b. One model per floor (or as designated by Wohlsen Construction).

C. 2D Coordination Drawings

1. 2D Coordination drawings may still be required in certain areas as directed by Wohlsen Construction. All 2D coordination drawings shall be created and derived from the 3D Trade Contractor Model without exception.

D. 3D Aggregate Coordination Model

1. The Project BIM Coordinator will make available a complete 3D Aggregate Coordination Model in .NWD format representing the project as a whole or as designated by Wohlsen Construction and reviewed by the Project BIM Coordinator. Trade contractors can use this model to double check their own work in progress. This model can be made available in additional file formats as need arises.

Part 2 Products

2.1 Models

A. 3D Trade Contractor Model: A computer generated 3D model used for coordination, conflict resolution, fabrication, and as-built.

1. Each trade contractor will be responsible for producing a model(s) to represent the work of the contractor in accordance with the work breakdown structure to be provided by Wohlsen Construction in accordance with the requirements above.

2. If the trade contractor does not have the in-house capability to produce the required model(s), the contractor must hire an outside entity to provide this service.

4. Each trade contractor is responsible for submitting both (a) their original 3D models in formats and (b) an exported .NWC file for each native 3D model that can be brought into Navisworks. Autodesk provides a free NWC Export utility that exports models from all AutoCAD and Revit based products, as well as Bentley Microstation® and Graphisoft ArchiCAD ®. It is available here: https://www.autodesk.com/products/navisworks/3d-viewers

5. If original. DWGs are submitted that were created with a combination of AutoCAD and a third-party add-on utility specifically for the purposes of modeling construction fabrication, that trade contractor shall also submit the required third party “Object Enabler” software that is required by AutoCAD to create their models. For technical assistance in providing Object Enablers, please contact the Project BIM Coordinator.

6. All building elements must be drawn to provide a true representation of what is to be installed in the field in all three dimensions. Dimensions locating components to be installed must be accurate to the nearest 1/8”.

NOT FOR BIDDING PURPOSES

7. To facilitate the easy collation of all 3D data, all models must be based off a common working origin point, or "Shared Coordinate." After review of the original design models by the Project BIM Coordinator, a standard Shared Coordinate System will be established; and the Project BIM Coordinator will provide the location of this Shared Coordinate to all trade contractors. Each submitted model will in turn be properly based off this designated Shared Coordinate System.
8. For models created in AutoCAD, placement of all 2D architectural CAD backgrounds will be established such that this common Shared Coordinate in the background .DWG file will be placed at WCS 0,0,0 in the trade contractor model, at the project elevation. This standard point of origin must not be moved, so that all trade models align together correctly when brought into Navisworks. It is recommended to place this background in as an External Reference (XRef) on a layer that is locked. All modeling shall take place at the appropriate Z elevation with respect to the reference file's 0,0,0 origin. The Project BIM Coordinator can provide technical assistance in defining this point in your models.
9. Wohlsen Construction will hold the original Revit 3D design architectural, structural, and MEP models, and will distribute them to the subcontractors as needed.
10. For models created in AutoCAD, consistent layering from the beginning is key to ensuring consistent model preparation for clash detection in Navisworks. All parties are encouraged to use the AIA / National CAD Standards layering standards. Improper use of layering can hinder the coordination process and may result in inaccurate clash detection.
11. For models created in AutoCAD, please notify the Project BIM Coordinator of what AutoCAD release you are using, and any third-party add-ons which you use to complete your work, (SprinkCAD, CADDuct, CADPipe, etc.) and their versions. Each trade contractor using a third-party add-on shall provide sample test models and Object Enablers to the Project BIM Coordinator to determine model readability in Navisworks and identify any software compatibility issues.
12. A file naming convention shall be created and be maintained throughout the project. A Project abbreviation will be established followed by the discipline and then the level.
    Example: PROJECT_DISIPLINE_LEVEL.ext
    Once the standard has been created for each firm, it is crucial that these are maintained as any coordination errors due to a failure to follow the above referenced naming convention will be the sole responsibility of the party at fault.
13. Wohlsen Construction and the Project BIM Coordinator will define specific areas and levels to be modeled and submitted by each trade once the original design models are reviewed.
14. Model coordination files will be saved to BIM 360 Coordinate for access by all trades, Wohlsen Construction, and the owner's representative. The specific folder structure will be determined by Wohlsen Construction and the Project BIM Coordinator and will be communicated to all parties. It will be the trade contractor's responsibility to maintain the latest models in the correct location.
15. With each revision to the model(s), the trade contractor shall issue a notification via email to

NOT FOR BIDDING PURPOSES

each of the other coordination team members notifying them when new information is available.

16. Working units for all models, unless otherwise specified, shall be in inches. Revit models shall use Feet with Fractional Inches.

17. In the event the design changes are issued by bulletin which will result in changes in the model(s), it is the responsibility of the trade contractor to make any and all changes required for coordination and compliance with the design. The trade contractor can and will include the cost of modeling and coordination if warranted into their request for change authorization.

Part 3 Execution

3.1 Model Coordination Process

A. The 3D Model Coordination Process shall take place in accordance with Section 1.1, "Summary of 3D Coordination Process" and the following.

B. Coordination Meetings

1. A Mandatory Kick-Off Meeting will be scheduled to discuss and determine:
    a. Introduction of the Project BIM Coordinator, coordination team, and each trade coordination team.
    b. Update of what information is currently available from the A/E designers
    c. Distribution of the base models and access to the project's BIM 360 Coordinate site.
    d. General review of the building design models in Navisworks, showing relevant sections, special areas for consideration, available above ceiling space, etc.
    e. Establishment trade modeling breakdown per "zones" and floors.
    f. Schedule of coordination meetings.
    g. Model and drawing posting deadlines.
    h. Sign off schedule.
    i. Standards for AutoCAD modeling: Color coding of systems for 2D drawings, layering, file naming conventions, etc.
    j. Project phasing review.
    k. Material fabrication and delivery times after sign-off for each area.
    l. Agreement of adherence to the signed-off base model during installation.

2. Each trade contractor is required to take part in regular coordination review meetings. The time and place for these meetings will established by Wohlsen Construction

3. Each trade contractor shall supply a Trade Contractor Modeling Manager or person authorized act on behalf of their organization to solve coordination issues which may arise between trades.

4. The Project BIM Coordinator will run all clash tests and create clash reports for each test. A new .NWD file will be published, and will be reviewed and made available at the next coordination meeting, and posted to the project's BIM 360 Coordinate site immediately after the coordination meeting.

NOT FOR BIDDING PURPOSES

5. Each trade shall review the clash report and NWD file and coordinate the easy fixes and work together to resolve the clashes. In this manner the coordination meetings can focus on clashes that cannot be resolved by one trade alone.
6. Each trade will upload updated 3D Trade Contractor Models in compatible formats to BIM 360 Coordinate for use at the trade coordination meetings. This will occur at least 24 hours prior to the next coordination meeting.
7. If conflicts are identified and a resolution is agreed upon, it is the trade contractor's responsibility to have the necessary changes made in their model and republish their model to BIM 360 Coordinate in time for the next meeting. It will be established in the kick-off meeting the required timeframe that these models will need to be resolved and re-submitted for the next coordination meeting.
8. When an area/floor is clash free and ready for sign-off, the Project BIM Coordinator will bring one .NWD for the area for contractor signoff. This Navisworks .NWD will reference a dated file which will be housed on BIM 360 Coordinate.
9. Above ceiling space and other tight allocation zones for each trade will be identified and established by the group and schedules adjusted to meet actual installation and coordination requirements between trades. Wohlsen Construction will work with each trade contractor to ensure that adequate timing of items placed in tight zones is properly managed and sequenced. Each trade is responsible to inform Wohlsen Construction and all other applicable trades of special installation requirements and potential work package conflicts with other trades.
10. All trades will attend the scheduled coordination meetings, bringing any shop drawings or other materials required to solve potential conflicts. Wohlsen Construction will facilitate these meetings. If a dialog is required concerning architectural, engineering, or structural matters, Wohlsen Construction will request attendance by the appropriate discipline designers. Notice shall be given to Wohlsen Construction at least 48 hours in advance of the coordination meeting if a trade knows of a conflict that will require the participation of the lead architectural / mechanical / electrical designer or others that do not normally attend the coordination meetings.
11. At the meeting, the model and the published clash report will be reviewed to identify the areas of concern, discuss possible solutions for conflicts, and decide on the solution that is the least impact to all trades. If any outstanding conflicts cannot be resolved at the meeting, the model sign-off can be delayed until the next coordination meeting. However, it is expected that the coordination schedule will be maintained despite the delay in the signoff. The sign-off represents each trade's confirmation and assurance their work is coordinated, and the field installation of their work will not conflict with any other trade.
12. During the installation of each trade's work, Wohlsen Construction will refer to the signed-off 3D model to resolve any field conflicts. Each installing firm agrees to install all work per the signed-off drawings, without deviation. If a deviant installation takes place without prior approval from all detailing parties, it will be the responsibility of the installing contractor to remove the work and install it as shown on the signed off drawings. If a conflict does arise during installation that was not foreseen or solved during the coordination effort, each of the

NOT FOR BIDDING PURPOSES

detailing firms will work together to find a solution that is the least impact to all trades. The cost of this work will be evaluated as the problems arise, however, the party responsible for the conflict will be responsible for the cost of the fix, including any additional detailing time of all parties involved.

13. If the 3D Trade Coordination Models of an individual firm are not posted to BIM 360 Coordinate as scheduled, they will be responsible for any additional meeting time and/or the cost of delaying the process if sign-off dates are not met due to the delinquent posting.
14. Coordination will include all work shown on the contract drawings at the time the base architectural model was created. Any new design work issued after the start of coordination will be dealt with as change order work and the coordination schedule will be adjusted.
15. RFI responses required to be incorporated into the coordinated drawing for the upcoming meeting shall be clouded within each trade's detail model to denote that the area is incomplete. All RFI that will potentially impact the trade coordination will be distributed to all the parties involved.
16. Trades not attending any coordination meeting or failing to post their electronic drawing files on the provided BIM 360 Coordinate site by the designated date and time, will relinquish the right to make changes to other trades' routing in an effort to coordinate their own work, and will execute their discipline without impact to the work coordinated at the meeting.
17. A representative of the A/E design team may attend the coordination meeting and will be authorized to assist in the resolution of clashes from a design perspective to expedite the process. If changes to the building design are requested, the RFI process must be followed. When submitted, the RFI must clearly state the problem, possible solutions and benefits to the project.

C. Record Information

1. Upon completion of coordination activities for a floor or area as deemed appropriate by Wohlsen Construction, a 2D drawing or series of drawings representing the floor or area will be printed and signed by all members participating in the coordination. This will become the record coordination document.
2. Additionally, Wohlsen Construction will archive these files to the project team site including all coordinated models, clearly labeled which will serve as the record set of model files for that floor or area.

D. Change Conditions

1. In that design changes are issued by bulletin the trade contractor will make the changes required in their model/models to support the coordination process without delay.
2. Change Order Requests must include costs for any associated coordination.

E. As-Builts

1. The subcontractor is responsible for updating their coordination model with any deviations resulting from installation in the field. The final model should represent all as-built conditions

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and shall be uploaded to the BIM 360 Coordinate site when work is completed.

3.2 3D Modeling

A. Order of Modeling

1. All trades should start with the design Architectural and Structural models as a basis for constructing their 3D Trade Construction models.

2. The HVAC sheet metal contractor should publish a base model with the major trunk lines which will serve as the basis for the other trades to begin their individual models. This is subject to change and will be further discussed at the BIM kickoff meeting.

B. Stratification

1. Each trade will be assigned specific work zone elevations (top and bottom) to run racks and mains. The assigned trades will take precedence in these areas, when traveling outside of these areas the following rules apply. (Additional rules may be instituted at the first coordination meeting).

a. Immovable objects (equipment pads, hoods, shafts)
b. Graded piping routed throughout floors (waste, storm drainage, high purity)
c. Item coordinated with structure (duct penetrations shown on structural)
d. Items located in their designated area (piping zone, pipe rack, cable tray)
e. Items that require access (VAV's, shut off valves, fire/smoke dampers, etc.)

C. System Models and Level of Detail

1. The level of detail defined in each section below (Modeling Standards) is the minimum level of detail required in the model. Greater detail than the minimum should be incorporated in the model whenever possible.

2. To the extent that location can be determined from the construction documents, the model will reflect that location. The intent of this model is to show the ductwork and piping, etc. in as true representation of the actual condition at construction completion.

3. Pre-purchased equipment shall be the responsibility of the contractor assigned to receive, install, and coordinate the equipment. This subcontractor shall be fully responsible for layout, 3D drawings and coordination of the pre-purchased equipment.

4. Each trade contractor is responsible for protecting access zones within their models. Access zones should be modeled as solid boxes, typically tinted red at less than 100% shading as not to obscure the main fixture or element being protected. Solid shall extend from equipment to farthest required point of access, e.g., from VAV to ceiling.

D. Modeling Standards - This Project will utilize the BIM Forum's Level of Development Specification for Building Information Models (bimforum.org/lod) as a means of defining the detailed modeling requirements for this Project.

1 Trade Modeling Scope: All geometry should be located to coordinate in type, location and dimension as indicated in the plans and specifications/product data submitted by the

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subcontractor. When applicable, naming and type should coordinate with the standards established in the contract documents. Where deviations from the contract documents occur, or where no prior standard has been established, the respective subcontractor should receive approval from Wohlsen Construction prior to beginning the modeling process. Any issues or conflicts attributed to such previous outlined deviations will be fixed at the expense of the respective subcontractor. Scope descriptions listed below attempt to communicate expectations and should be looked at as a general guide. These descriptions in no way limit the model scope for the Project.

1.

a. HVAC (LOD 350)

i Ductwork: including but not limited to supply, return, exhaust, outside air, grease, makeup air, hard duct, & flexible ductwork; all ductwork should include insulation, should include dampers, and should be sloped per applicable code requirements. System classification to be used in type/family or name.

ii Fixtures/Diffusers: including but not limited to all registers, grilles, and linear diffusers.

iii Mechanical Pipe and (Controls): all above ceiling and underground mechanical piping including but not limited to heating hot water, chill water, condenser, steam, and pump condensate; In-wall piping and piping below ceiling to be modeled in all service spaces (mechanical/electrical rooms etc.) All piping should include insulation, should include any valves, and should be sloped per applicable code requirements. Clearance zone indicating access should be provided. System classification to be used in type/family or name.

iv Equipment: including but not limited to VAV boxes VRF's, AHU's, RTU's, exhaust fans, heating coils, split systems, chillers, boilers, expansion tanks, pumps, water treatment, water softeners, VFD's; all equipment should be modeled to the project specific dimensions and should include any clearance zones required for maintenance or installation. System classification to be used in type/family or name. HVAC Sheet Metal Standards

b. Plumbing (LOD 350)

i Pipe: all above ceiling and underground plumbing piping including but not limited to domestic water, waste/sanitary, vent, storm water/rainwater, natural gas, fuel oil, drain, and grease systems; In-wall piping and piping below ceiling to be modeled in all spaces. All piping should include required insulation, should include any valves, and should be sloped per applicable code requirements. System classification to be used in type/family or layer name.

ii Fixtures: including but not limited to lavatories, water fountains, sinks, janitor sinks and drains.

iii Equipment: including but not limited to pumps, compressors, tanks, hot water heaters,

NOT FOR BIDDING PURPOSES

and valves; all equipment should be modeled to the project specific dimensions and should include clearance zones for maintenance or installation. System classification to be used in type/family or layer name.

c. Electrical (LOD 350)

i Conduit: all conduit 1-1/2" and larger, and 1" conduits in groups of more than 4 conduits; junction boxes larger than the standard 4" x 4" box should be modeled and a clearance zone indicating access should be provided.

ii Cable Tray: including but not limited to rigid ladder tray, snake tray, and j-hooks; the tray can be modeled as a clearance zone and clashes will be assessed by the team during coordination; cable tray to include access zone for maintenance and installation.

iii Lighting Fixtures: all ceiling and wall mounted fixtures including but not limited to ceiling grid fixtures, hard ceiling fixtures, can lights, pendent lights, hanging fixtures, and sconces; all fixtures should include any clearance required for connection and installation per specification.

iv Equipment: including but not limited to panels, switchboards, switchgear, transformers, generators; all equipment to be sized per project specific data and include any access clearance required for maintenance or installation.

v Telecommunication Devices: including but not limited to display panels, speakers, nurse call devices, ceiling and wall box when deemed necessary by the team. All fixtures should include any clearance required for connection and installation per specification.

vi Electrical Devices: including but not limited to panels outlets, switches, speakers, strobes, alarms, chimes, exit signs below ceiling devices when deemed necessary by the team. All fixtures should include any clearance required for connection and installation per specification. Fire Protection (Sprinkler, Fire Alarm)

d. Fire Suppression (LOD 350)

i Pipe: including but not limited to mains, branches, risers, and underground piping. All piping should include any valves, and should be sloped per applicable code requirements

ii Heads: including but not limited to those in the ceiling, on wall, in elevator shafts, and those exposed on exterior.

iii Equipment: including but not limited to pumps, compressors, valves, PRV's, pre-action, dry-type systems, and expansion tanks; all equipment should be modeled to the project specific dimensions and should include clearance zones for maintenance or installation and should be designed and sloped per applicable code requirements. System classification to be used in type/family or name.

e. Architecture (LOD 350)

i Ceilings: including but not limited to ACT, gypsum board ceiling, decorative ceilings,

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soffits, bulkheads, and Fire Lids (Fire Rated Ceiling assemblies). Thickness consistent with specified ceiling construction.

ii Walls: interior and exterior walls on the project. Thickness consistent with specified wall construction.

iii Floors: flooring deemed necessary for coordination and all locations where structural slab has not been located.

iv Roofs: all roofing with accurate footprint and slope. Thickness consistent with specified system.

v Doors/Frames: all door frames including but not limited to wood/composite, hollow metal, sliding, automatic, overhead, and security; modeled for constructability.

vi Windows: all window and glazing opening including but not limited to openings, curtain wall, and skylights.

vii Casework: all built in casework & cabinetry necessary for coordination in all locations that drives design of the space.

f. Structure (LOD 350)

i Columns: all columns that serve both primary and tertiary structural roles.

ii Girders/Beams/Joists: all girders/beams/joists that serve both primary and tertiary structural roles.

iii Structural Walls: including but not limited to concrete and CMU; walls should include any major penetrations indicated by the contract documents.

iv Slabs: including slab on grade and slab on deck; slabs should include any shaft openings, ductwork penetrations and slab recesses indicated by the contract document.

v Footings: all structural footings including but not limited to isolated, pad, and strip footings.

vi Framing: all prefabricated and/or panelized wall/floor/truss structural systems that do not allow for onsite penetration or manipulation of system.

END OF SECTION

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SECTION 01 40 00

QUALITY REQUIREMENTS

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PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Quality assurance requirements.
2. Quality control requirements.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of **five** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

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1. Indicate manufacturer and model number of individual components.
2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

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1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

NOT FOR BIDDING PURPOSES

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

NOT FOR BIDDING PURPOSES

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

NOT FOR BIDDING PURPOSES

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise specified to remain as part of complete Work.

L. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

NOT FOR BIDDING PURPOSES

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

NOT FOR BIDDING PURPOSES

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

NOT FOR BIDDING PURPOSES

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 TEMPORARY FACILITIES

A. The Construction Manager shall furnish and maintain, during construction of the project, adequate facilities at the site for the use of himself and Contractors as set forth below. Upon completion of the project, the Construction Manager shall remove all such temporary structures and facilities from the site, same to become his property and leave the premises in the condition required by the Contract.

B. The Construction Manager and Contractors shall maintain temporary toilet facilities on the site in addition to those specified as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference to any Contract work or occupied areas.

C. Materials for temporary construction shall be hereinafter specified for various items, or when not so specified, shall be species and type suitable to the particular use and approved by the Architect. Salvaged materials which are in a safe and serviceable condition will generally be acceptable for such temporary construction. However, no split, splintered, deformed, ruptured, or similarly defective materials will be permitted. All materials for temporary construction shall be clean and dry. Materials which cannot be placed in a presentable condition will not be acceptable.

D. All temporary facilities herein specified shall remain locked when not in use by contractors.

1.2 TEMPORARY WATER SERVICE

A. Cold water may exist in the area of operations.

B. The Owner will assume cost of water consumed if available, if responsible care and restraint is exercised by the Contractor in its use.

1.3 TEMPORARY ELECTRICAL SERVICE

A. The Electrical Contractor shall make all necessary arrangements for temporary electricity for construction purposes, and furnish at his own expense, all temporary wiring, lamps, and accessories required for the completion of the work.

1.4 EXISTING UTILITIES

A. Prior to the closeout of the Project, Contractors shall remove all temporary connections and return all sources to their original conditions prior to commencement of the work.\

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1.5 PARKING

A. Location of contractor parking shall be coordinated with the Construction Manager.

END OF SECTION

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SECTION 01 73 00

EXECUTION

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of work by Owner.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.
    f. Control systems.
    g. Communication systems.
    h. Fire-detection and -alarm systems.
    i. Electrical wiring systems.
    j. Operating systems of special construction.
    k. Security barriers.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

    a. Water, moisture, or vapor barriers.
    b. Membranes and flashings.
    c. Exterior curtain-wall construction.
    d. Sprayed fire-resistive material.
    e. Equipment supports.
    f. Piping, ductwork, vessels, and equipment.
    g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential

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interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

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C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for interpretation to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. Building Lines and Levels: Locate and lay out control lines and levels for structures, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance as indicated on Drawings in occupied spaces and 90 inches in unoccupied spaces.

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B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

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C. Temporary Support: Provide temporary support of work to be cut.

D. Protection:

1. Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
2. Where cutting occurs adjacent to other spaces in the building they must be secured at the end of each day.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall

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coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
6. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

I. Execute cutting, fitting, and patching to avoid damage to other work and provide proper surfaces to receive future work.

J. Whenever possible and practical, coordinate cutting and patching with other trades to minimize impact to progress of Work.

K. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before cutting and patching will be performed. Include extents, dates, building elements affected, and additional trades affected.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

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1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls." and Section 01 74 19 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 75 00 "Starting and Adjusting".

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B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

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SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Requirements and limitations for cutting and patching of Work.

1.2 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate contractor.
6. Continuous operation of utilities, building services, fire suppression, fire alarm, or security system.

B. Include in request:

1. Identification of Project.
2. Location and description of affected Work.
3. Necessity for cutting or alteration.
4. Description of proposed Work, and Products to be used.
5. Alternatives to cutting and patching.
6. Effect on work of Owner or separate contractor.
7. Written permission of affected separate contractor.
8. Date and time work will be executed.

1.3 WARRANTY

A. Perform cutting and patching in a manner to preserve conditions suitable for executing specified warranties and maintaining previously issued warranties for the Work.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Primary Products: Those required for original installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing Work, assess conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

C. Maintain excavations free of water.

3.3 CUTTING

A. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.

B. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

C. Execute cutting and fitting to complete the Work.

D. Uncover work to install improperly sequenced work.

E. Remove and replace defective or non-conforming work.

F. Remove samples of installed work for testing when requested.

G. Provide openings in the Work for penetration of mechanical and electrical work.

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H. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight-exposed surfaces.

I. For sight-exposed surfaces.

1. Cutting New Work: Employ original installer.
2. Cutting Existing Facilities to Accommodate New Work: Employ qualified installer.

J. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

3.4 PATCHING

A. Execute patching to complement adjacent Work.

B. Fit Products together to integrate with other Work.

C. For sight-exposed surfaces.

1. Patching New Work: Employ original installer.
2. Patching Existing Facilities to Accommodate New Work: Employ qualified installer.

D. Restore work with new Products in accordance with requirements of Contract Documents.

E. Fit work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids in accordance with Section 078400.

G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

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.

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

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

a. Owner
b. Architect
c. Contractor's superintendent
d. Major subcontractors
e. Waste Management Coordinator
f. Other concerned parties.

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
b. Review requirements for documenting quantities of each type of waste and its disposition.
c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.6 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.

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3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

    a. Requiring subcontractors to take their CDL waste to a recycling facility;
    b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
    c. Processing and reusing materials on-site;
    d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of

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recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

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

Separate recyclable materials by type.

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

3.3 CO-MINGLED RECYCLING

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

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

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.

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E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

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WASTE MANAGEMENT PROGRESS REPORT				
	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	**DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE**		
MATERIAL CATEGORY		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 01 75 00

STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Starting systems.
2. Demonstration and instructions.
3. Training session recording.

1.2 STARTING SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item. Contractor may direct subcontractor to “start systems” in order to prevent delay of project.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

G. Execute start-up in accordance with manufacturers' instructions.

1.3 DEMONSTRATION AND INSTRUCTIONS

A. Demonstration and instructions to comply with requirements in Section 01 79 00 “Demonstration and Training”.

B. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.

C. Demonstrate Project equipment and instructed by a qualified manufacturers' representative who is knowledgeable about the Project.

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D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.

F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.4 TRAINING SESSION RECORDING

A. Record demonstration and instruction sessions in accordance with requirements in Section 01 79 00 “Demonstration and Training”.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION - Not Used.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Initial Manual Submittal: Submit draft copy of each manual at least **30** days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least **15** days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within **15** days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

NOT FOR BIDDING PURPOSES

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Name and contact information for Commissioning Authority.
8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

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a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

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1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

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D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

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B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

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PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit PDF electronic files of scanned record prints and one of file prints.
2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible, but no greater than a week, after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.
    f. Electronic copies of marked-up paper copies are to be submitted with each Payment Application in accordance with Section 01 29 00 “Payment Procedures”.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

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5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

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2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

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SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor and videographer.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Date of video recording.

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2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disk.

B. Demonstration and Training Video Recordings to be provided for the following systems:

1. Air Handling Units
2. Building Automation System
3. Door Hardware
4. Fire Alarm
5. Lighting Controls
6. Security System
7. Sliding Doors (Would this go along with Door Hardware? I'm thinking for any minor adjustments that might need to be made over time.)
8. Vehicle Gate Operators
9. Emergency Generator/ATS Operation (Process for manually switching ATS in case the auto function ever fails)
10. Any snow melt systems (This might be included in the BAS training?)
11. Boiler Operation/Maintenance
12. Elevators
13. Chiller/Cooling system
14. Wall Clocks that are tied into the system

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.

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4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel. Instruction is to occur during normal business hours. Allow for one or two make-up sessions for personnel unable to attend original training session.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

a. System, subsystem, and equipment descriptions.
b. Performance and design criteria if Contractor is delegated design responsibility.
c. Operating standards.
d. Regulatory requirements.
e. Equipment function.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:

a. Emergency manuals.
b. Operations manuals.
c. Maintenance manuals.
d. Project record documents.

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e. Identification systems.
f. Warranties and bonds.
g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.

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g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

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F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to .mp4 format file type, on electronic media.

1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.

    a. Produce segments to present a single significant piece of equipment per segment.
    b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

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1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

F. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION

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