

SECTION 00 01 01

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC3512000043B

SPECIFICATIONS
FOR

SEPTIC SYSTEM UPGRADES

AT

PYLE STATE SERVICE CENTER
34314 PLYE CENTER ROAD
FRANKFORD, DELAWARE 19945

NOT FOR BIDDING PURPOSES

PREPARED
BY

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



June 2025

DBF #0586B042.F01

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INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MC3512000043B, Project Name: Pyle State Service Center Septic System Upgrades** 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 **1:00 pm local time on October 8, 2025**. Bidder bears the risk of late submission.

Bids will be opened and read aloud at 2:00 pm local time on October 8, 2025 at the Haslet Armory Conference Room 133, 122 Martin Luther King Blvd. S., Dover, DE 19901.

The project involves excavation of soils at failed drain field, construction of new drain field with new piping from existing force main. Replacement of pumps and controls at dosing tank.

A **MANDATORY** Pre-Bid Meeting will be held on **September 17, 2025 at 9:00 am local time** at the Edward W. Pyle State Service Center, 34314 Pyle Center Road, Frankford, DE 19945, 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.**

Contract documents may be obtained from the office of Davis, Bowen & Friedel, Inc., 1 Park Avenue, Milford, DE 19963, upon receipt of \$100.00 per electronic set/non-refundable. Checks are to be made payable to "Davis, Bowen & Friedel, Inc."

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.

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INSTRUCTIONS TO BIDDERS

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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.

- 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-

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.

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer’s check, cashier’s check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the

standard OMB form (attached). 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 subcontractor 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 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.

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 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 day 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).

5.3 DISQUALIFICATION OF BIDDERS

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

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or

admission of violations of the Prevailing Wage Laws in Delaware or any other state;

- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

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

contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, 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). The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

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.

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC 351200043B
SEPTIC SYSTEM UPGRADES
PYLE STATE SERVICE CENTER
34314 PYLE CENTER ROAD
FRANKFORD, DELAWARE 19945

BID FORM

For Bids Due: _____

To: State of Delaware
Office of Management and Budget
Division of Facilities Management
Haslet Armory
122 Martin Luther King Jr. Boulevard
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.

ALLOWANCE No. 1: : Provide allowance of \$20,000.00 for unforeseen conditions (include in base bid).

STATE OF DELAWARE
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34314 PYLE CENTER ROAD
FRANKFORD, DELAWARE 19945

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:** _____
(SEAL) (Authorized Signature)

(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)

STATE OF DELAWARE
 OFFICE OF MANAGEMENT AND BUDGET
 DIVISION OF FACILITIES MANAGEMENT
 CONTRACT # MC 351200043B
 SEPTIC SYSTEM UPGRADES
 PYLE STATE SERVICE CENTER
 34314 PYLE CENTER ROAD
 FRANKFORD, DELAWARE 19945

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.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
2.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
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BID FORM (Continued)

3.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
4.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
5.	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC 351200043B
SEPTIC SYSTEM UPGRADES
PYLE STATE SERVICE CENTER
34314 PYLE CENTER ROAD
FRANKFORD, DELAWARE 19945

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 MC351200043B 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.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC 351200043B
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FRANKFORD, DELAWARE 19945

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____ . NOTARY PUBLIC _____.

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC 351200043B
SEPTIC SYSTEM UPGRADES
PYLE STATE SERVICE CENTER
34314 PYLE CENTER ROAD
FRANKFORD, DELAWARE 19945

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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NOT FOR BIDDING PURPOSES

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. MC3512000043B, to be paid to the **State** for the use and benefit of 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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NOT FOR BIDDING PURPOSES

SECTION 00 52 13

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017
& AIA DOCUMENT A101 – 2017 EXHIBIT A**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware’s General Requirements.

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

AIA[®] Document A101[™] – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

NOT FOR BIDDING PURPOSES
SAMPLE

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

Init.

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

[] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, 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 (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
------	-------

§ 4.2.2 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
------	-------	---------------------------

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

Item	Price
------	-------

§ 4.4 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)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect 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 Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 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.

§ 5.1.6.2 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 A201-2017;
- .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 A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, 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.)

Init.

§ 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 Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, 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 at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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 the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, 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.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 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 A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, 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 A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .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.)

Init.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 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 entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.



AIA[®] Document A101[™] – 2017 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 A201[™]-2017, 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.

§ A.2.3 Required Property Insurance

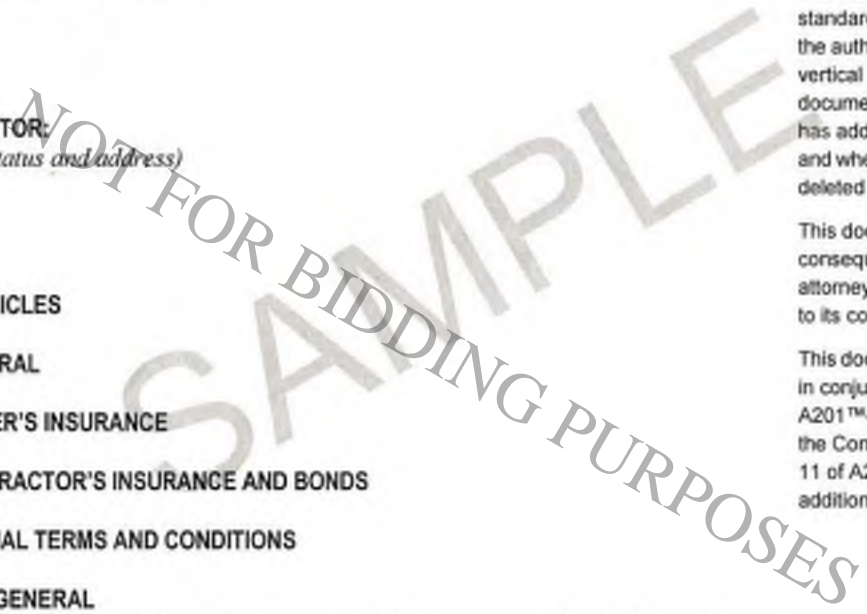
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance

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 A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.



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 falsework 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 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
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§ 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.2.3.1 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.

Init.

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

- § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants 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, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 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.

Init.

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

NOT FOR BIDDING PURPOSES
SAMPLE

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NOT FOR BIDDING PURPOSES

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

ARTICLE 3: DATE OF COMMENCEMENT AND 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.”

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.”

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

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.

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.”

END OF SECTION

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NOT FOR BIDDING PURPOSES

SECTION 00 54 14

SUPPLEMENT TO A101-2017 – EXHIBIT A - INSURANCE & BONDS

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2017 Exhibit A Insurance and Bonds. 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 A.2 OWNER’S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

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

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

A.3.2.2.1 Insert “\$1,000,000.00” in the blank for each occurrence.

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

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

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.

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)

(Corporate Seal)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)

(Corporate Seal)
Name:
Title:

NOT FOR BIDDING PURPOSES

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.

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

(Corporate Seal)

Name:
Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

(Corporate Seal)

Name:
Title:

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SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

The Application and Certificate for Payment Forms (AIA G702 & G703) are part of this project manual as included herein.

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AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001
 PERIOD TO: OWNER: X
 CONTRACTOR: VIA ARCHITECT: ARCHITECT: X
 CONTRACT FOR: General Construction
 CONTRACT DATE: CONTRACTOR: X
 PROJECT NOS: / / FIELD:
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 0.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
4. TOTAL COMPLETED & 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
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	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: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 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.)

ARCHITECT:

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

ALLOWANCE ACCESS AUTHORIZATION:

Project: _____

Architect: Davis, Bowen & Friedel, Inc. **Project No.** _____

Contractor: _____

AAA No.: _____ **Initiation Date:** _____

The Allowance is allocated as follows:

Total original Contract Allowance was: \$ _____
Amount of Contract Allowance Access previously authorized: \$ _____
Adjusted Contract Allowance prior to this authorization is: \$ _____
The amount of available Allowance will Decrease by this Access Authorization: \$ _____
The remaining Contract Allowance, after this Access Authorization will be: \$ _____

NOT FOR BIDDING PURPOSES

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 FOR CONSTRUCTION
A201 - 2017**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], *Guide for Supplementary Conditions*.

NOT FOR BIDDING PURPOSES
SAMPLE

Init.

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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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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 prior approval of the Architect and the 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 Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 and 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. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

§ 3.5.2 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 provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that 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 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 of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information 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.

§ 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 Architect's approval. The Architect'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 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall 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 Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 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 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

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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 and the Architect 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.

§ 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 Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, 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 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 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 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 or Architect. 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.

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to 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 rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .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.

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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 and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces 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 and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify 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 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 Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. 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

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 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 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 Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 Minor Changes in the Work

The Architect 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 Architect 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 Architect 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 or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect 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 Architect 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 Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by 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 ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens 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 Architect, but not yet included in Change Orders.

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor 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 Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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;
- .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 withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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 shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, 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 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.

§ 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

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- .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; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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 and Substances

§ 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 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 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 and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased 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, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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, 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 to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor 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 to the Contractor 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 Architect and Architect's consultants; and (3) 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 Architect, Architect's consultants, 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 and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 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 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 or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.3 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 or Separate 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, 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, 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 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 Architect.

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

§ 13.4.6 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor 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 and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities 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 and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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, 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 Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption 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 the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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;

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the 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 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.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after 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.

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section 14.2.2.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

“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

Strike Section 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the

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

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

"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."

Strike Section 2.3.6 in its entirety and replace with the following:

“2.3.6The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add “, except as outlined in Section 3.15” after the reference to “Article 15” at the end of the last sentence of the Section.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

“3.3.4The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials.”

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4Before 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 Architect & Owner 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 Sections:

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

“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

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

“3.5.7 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.”

3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“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 the conformed contract 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 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions), to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence 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.”

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

“4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project.”

“4.2.13 Add “and in compliance with all local requirements.” to the end of the sentence.”

ARTICLE 5: SUBCONTRACTORS

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

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

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

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

”The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner’s General Requirements.”

Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**”

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 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

- 7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance.”
- 7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.
- 7.4 MINOR CHANGES IN WORK
Add “unless such changes are approved” at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

“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 “any and all remedies at law or in equity”.

Add the following Section:

“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.”

Strike Section 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 Section 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 Section:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

“9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702.”

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

“At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.”

Add the following Sections:

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

“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 Subsections 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

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

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

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

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

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

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

9.8.5 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

“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 authorized by public authorities having jurisdiction over the Project.”

9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.

9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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 Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert “hazardous” in the last sentence after “handling of such” .

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

"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 non-conforming work and that required under contract including any damage to the structure."

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

13.5 INTEREST

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

Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert “, upon the Contractors’ request,” after “furnish to the Contractor”.

14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

“Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner.”

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“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 any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

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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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 HEAVY CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	28.89	25.41	55.24
BOILERMAKERS	90.82	41.97	77.00
BRICKLAYERS	90.12	77.39	32.55
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	56.98	31.82	23.71
DIVER	103.26	CONTACT DOL -	CONTACT DOL -
DIVER TENDER	116.61	CONTACT DOL -	CONTACT DOL -
ELECTRICAL LINE WORKERS	96.29	96.29	96.29
ELECTRICIANS	83.92	83.92	83.92
GLAZIERS	26.67	23.17	15.70
INSULATORS	69.12	69.12	69.12
IRON WORKERS	78.58	79.67	78.58
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	95.76	95.76	95.76
PILEDRIVERS	91.12	51.44	40.03
PLASTERERS	25.12	21.85	15.00
PLUMBERS/PIPEFITTERS/STEAMFITTERS	99.88	101.73	25.47
POWER EQUIPMENT OPERATORS	83.29	89.93	83.29
SHEET METAL WORKERS	40.16	24.92	23.41
SPRINKLER FITTERS	43.29	16.89	15.00
TRUCK DRIVERS	44.13	26.88	29.10

NOT FOR BIDDING PURPOSES

CERTIFIED: 6/18/2025

BY: [Signature]
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: MC3512000043B PYLE STATE SERVICE CENTER SEPTIC SYSTEM UPGRADES, Sussex County



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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 <u>Del.C. 2374(f)</u>
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 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.6960</u>

Updated: July 6, 2022

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<input type="checkbox"/> PAYROLL REPORT <input type="checkbox"/> NAME OF CONTRACTOR <input type="checkbox"/> 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							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																	
2.		O																	
3.		S																	
4.		O																	
5.		S																	
6.		O																	
7.		S																	
8.		O																	

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 _____ day of _____

(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.

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 to 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 my 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

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.

DATE 07/25/2013

1. Cory Smith, President
(Name of Signatory Party) (Title)

do hereby state:

1. That I pay or supervise the payment of the persons employed by
ABC Contractors on the
(Contractor or Subcontractor)

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.)

Emp	HOURLY COST OF BENEFITS										Total
	H&W	Pens	Vac	App	Oth	Union	Cash	(List in same order shown on front of record)			
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

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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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

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

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

- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 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 proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 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
 - 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 (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

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

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes 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:
- 7.3.3.1 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.
- 7.3.3.2 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 subcontractor's work.
- 7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount,

the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

- 7.3.3.4 No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.
- 7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of

the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been

produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable

special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

END OF SECTION

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

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**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.

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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.

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

**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%20201%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

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

Work includes excavation of soils at failed drain field, construction of new drain field with new piping from existing force main, development of temporary access to the drain field site. Replacement of pumps and controls at dosing tank.

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 single Base Bid, including selected Alternates.

1.4 WORK SCHEDULE

A construction schedule based upon the work shall be submitted by the contractor at pre-construction. This is in addition to the number of calendar days noted on the bid form.

1.5 CONTRACT DURATION

Project is estimated to have a six month construction time.

1.6 USE OF PREMISES

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

1.7 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.

1.8 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.

1.9 DELIVERED MATERIALS

Under no circumstances will the Pyle State Service Center staff sign as received any materials delivered to the job.

1.10 PERMITS AND LICENSES

All required permits will be paid for and obtained by the Contractor, including all County permits necessary for the construction and completion of the proposed work. In addition, all Contractors must be licensed by the State of Delaware.

1.11 MANDATORY EMPLOYEE DRUG TESTING

The Contractor shall provide mandatory employee drug testing in accordance with 29 Del. C §6908(a)(6).

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 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Allowances.
- B. Types of Allowances may include the following (Refer to "Schedule of Allowances" include at the end of this Section):
 - 1. Lump-sum Allowances.
- C. Selection and Purchase:
 - 1. Purchase products, systems and labor specifically selected (in writing) by the Owner and/or as indicated in the Schedule of Allowances.
- D. Submittals:
 - 1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site and labor executed for use in fulfillment of each Allowance.
- E. Coordinate Allowance work with related work to ensure that each selection is completely integrated and interfaced with related work.
- F. Lump-Sum Allowances:
 - 1. These Allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials, labor and equipment required by the Allowance delivered at the site, and all applicable taxes.
 - 2. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original Allowance shall be included separately in the Contract Sum and not in the Allowance.
 - 3. Whenever the cost is more than or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order.
 - a. Change Order Mark-up: The amount of each change order resulting from final selection of products and systems covered by an Allowance shall be the difference between the Contractor's purchase price amount and the Allowance, and shall not include Contractor's mark-up (or subcontractor's mark-up) except to the extent clearly

demonstrated (by Contractor) that either scope of installation or nature of work required was changed from that which could have been foreseen from description of Allowance and other information in contract documents. No mark-up is permitted for selection of higher or lower priced materials or systems, of same scope and nature as originally indicated.

- b. Change Order Data: Where applicable, include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchase to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.

G. Unused Materials:

1. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
 - a. When requested by the Owner, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Owner, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an Allowance promptly upon delivery for damage or defects.

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. The general contractor shall be responsible for any necessary work that is not covered in each vendor's proposal indicated in the Schedule of Allowances.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Provide allowance of \$20,000.00 for unforeseen conditions (include in base bid).

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. Work Included:

1. To enable orderly review during progress of the work;
2. To provide for systematic discussion of problems;
3. Project meetings shall be held, in addition to the pre-construction meeting, bi-weekly during the construction period.

B. Related Work Described Elsewhere:

1. The Contractor's relations with his Vendors and material suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A.** Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

A. Agenda Items:

1. To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding all items to be added to the agenda.

B. Minutes:

1. The Architect will keep minutes of project meetings and will distribute copies to all parties present at meeting or listed on a permanent list of concerned parties.
2. The Contractor shall reproduce and distribute additional copies to other parties as needed to expedite the work.
3. The Contractor shall keep all meeting minutes and provide them on the CD with their closeout documents.

PART 2 - PRODUCTS

2.1 MEETING SCHEDULE

- A. Except as noted below for preconstruction meeting, progress meetings will be scheduled by the Architect.
- B. The Contractor shall schedule the presence of active and critical suppliers, and management personnel at these meetings.
- C. Representatives of the Contractor's suppliers shall be persons familiar with the details of the work. They shall be persons authorized to make commitments on matters of work progress, delivery dates, size of labor force, cost and other matters as necessary to expedite the work.

2.2 MEETING LOCATION

- A. To the maximum extent practicable, meetings will be held at the job site.

2.3 PRECONSTRUCTION MEETING

- A. This meeting will be scheduled by the Contractor within ten (10) days after the Owner has issued the notice-to-proceed order.
- B. Provide attendance by authorized representatives of the Contractor.
- C. Minimum agenda shall consist of distribution and discussion of the following data:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of materials suppliers and the Architect.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the work.
 - 8. Procedures for security, quality control, housekeeping, and other related matters.

2.4 PROJECT MEETINGS

- A. To the maximum extent practicable, assign the same persons or persons to represent the Contractor at the project meetings throughout progress of the work. Materials suppliers, and others may be invited to attend those project meetings in which their aspects of work are involved.
- B. Minimum Agenda Shall Consist of the Following:
 - 1. Review, revise as necessary, and approve minutes of previous meetings.
 - 2. Review progress of the work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.
- C. Project meetings shall be held in addition to the preconstruction meeting, bi-weekly during construction. Two project meetings, as a minimum, shall be allotted for punchlist resolution.

PART 3 - EXECUTION
Not Used

END OF SECTION

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NOT FOR BIDDING PURPOSES

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.1 GENERAL

A. Description

1. Work Included:

a. Submit to the Architect all shop drawings, product data and samples required by the specification sections.

2. Related Work Described Elsewhere:

a. Closeout Procedures in Section 01 77 00 "Closeout Procedures".

3. Schedules:

a. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and dates for review of shop drawings, product data and samples that will be needed for each product.

4. Definitions:

a. The definitions of the terms "Shop Drawings", "Product Data", and "Samples" shall be as defined by the General Conditions of the Contract for Construction.

5. The Phrase "By Others":

a. Where the phrase "By Others" (or a similar expression) appears on a submittal, and refers to any of the Contract Work, it shall be construed to mean "By the Contractor". The Architect's approval of any Submittal containing such phrase shall not be considered permission to delete any work from the Contract.

6. Time for Making Submissions:

a. The Contractor will be held responsible for any delay in the progress of the Work which may be due to his failure to make submittals as required herein.

7. Submittal Information:

- a. Project title and number.
- b. Consecutive number revised.
- c. Data drawn and data revised.
- d. Contractors certification that submittals have been checked by him for compliance with Contract Requirements.
- e. Space for approval stamps.
- f. Working dimensions and erection dimensions.
- g. Arrangements.

- h. Sectional views.
- I. Details and methods of fabrications, assembly and erection.
- j. Details of connections with contiguous work.
- k. Fastenings.
- l. Equipment, accessories and trimmings.
- m. Kinds of materials.
- n. Protective coatings and factory finishes.
- o. Complete schedules.
- p. Other pertinent data.

1.2 SHOP DRAWINGS

A. Composite Shop Drawings and Field Installation Layouts:

1. The Contractor shall prepare composite shop drawings and field installation layouts, when required, to solve tight conditions. Such drawings shall consist of dimensioned plans and elevations and must give complete information particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, and structural interferences. The composite shop drawings and field installation layouts shall be coordinated in the field by the Contractor and involved subcontractors for proper relationship to the work of other trades, based on field conditions, and shall be checked and approved by them before submission to the Architect for his final review. The Contractor shall have competent technical personnel readily available for such coordination and checking, as well as for the supervision of the field installation of the work in accordance with the approved shop drawings field installation layouts.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
3. Minimum sheet size shall be 8-1/2" x 11".

B. See submission requirements for additional requirements.

1.3 PRODUCT DATA

A. Manufacturer's Standard Schematic Drawings:

1. Modify drawings to delete information which is not applicable to project.
2. Supplement standard information to provide additional information applicable to project.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

1. Clearly mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Shop performance characteristics and capacities.
4. Show wiring diagrams and controls.

1.4 SAMPLES

- A. Submit in selected color and finish for final approval and comparison with products to be installed.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. Submit samples of extreme color or texture ranges.
- C. Color and Finish Selections Kits:
1. Submit samples in book or kit form as necessary for selection of color or finish.
 2. Samples shall represent the full range of color and finish which are or will be available in the specified product at the time the project is built.
 3. Colors or finishes of unusually high cost, slow delivery, or available only on special order shall be submitted along with normal range items. Their special nature shall be noted.
- D. Submission of Samples:
1. Except where otherwise specified, samples shall be submitted in duplicate accompanied by a letter of transmittal (signed by the Contractor in triplicate.) Any samples received without a cover letter will be considered "unclaimed goods" and held for a limited time only. The letter shall contain the following:
 - a. Contractor's name.
 - b. Project name and number.
 - c. List of samples being submitted.
 - d. Trade section to which samples refer.
 - e. Number of standard (ASTM, USASI, Commercial Standard, Federal Spec.) if any, with which samples complies.
 - f. Manufacturer's name or source of supply.
 - g. Trade name.
 - h. Catalog number.
 - i. Other pertinent information.
 - j. Any deviation from contract requirements.
 - k. Contractors certification that he has checked all samples for compliance with contract requirements and availability of material represented thereby.
 2. Each samples shall be labeled with the project name, project number, Contractor's name, trade name or other identification related to letter transmittal.
- E. Rejection of Work Not Conforming to Approved Samples:
1. Samples submitted shall clearly show the full range of quality, color and texture which

will be evident in finished work. Materials which do not conform to approved samples shall not be used on this project and shall be discarded immediately upon their discovery. The approval or acceptance of samples will not preclude the rejection of any material not complying with contract requirements which is discovered prior to end of warranty period.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. Contractor's Approval:

1. Before submitting shop drawings, product data, or samples for approval, the Contractor shall check them for accuracy, shall ascertain that all work contiguous with and having bearing on other work is accurate and that the work shown is in conformance with the Contract requirements. All submittals at the time of submission must bear the Contractor's stamp of approval as evidence that such submittals have been checked by the Contractor. Any submittals forwarded without such executed stamp of approval or whenever it is evident (despite the stamp) that the submittals have not been checked, they will be returned to the Contractor for resubmission without further consideration; In such event, it will be deemed that the Contractor shall bear the risk of all delays to the same extent as if no submittals at all have been forwarded.
2. Before submitting samples to Architect for approval, the Contractor shall assure himself that material represented thereby conforms to Contract requirements and is readily available in quantity required.

B. Improper Checking or Coordination:

1. The cost, if any, of change in the work necessitated by improper checking or improper coordination shall be paid for by the Contractor.

C. Claims for Extra Cost:

1. All claims for extra cost must be justified in writing by the subcontractor as hidden/unknown conditions discovered after the time of bid, such claim is to be made on the Contractor's letterhead of transmittal accompanying the submittal.

D. Delivery of Submissions to the Architect:

1. Submittals shall be sent to the Architect's office. Submittals shall be forwarded by the Contractor only, unless he has authorized another party to make submissions and has notified the Architect to this effect.

E. Contractor's Compliance:

1. The Contractor shall read and be familiar with all requirements of the Contract Documents concerning Shop Drawings, including the following:
 - a. The Contractor shall review and approve all shop drawings and stamp them accordingly, before forwarding them to the Architect.
 - b. By approving, stamping, and submitting shop drawings to the Architect, the

Contractor represents that he has verified:

all field dimensions
all field construction criteria
all materials and respective finishes
all catalog numbers, and coordinated each shop drawing with the requirements of the work and Contract Documents

- c. When submitting shop drawings, the Contractor shall notify the Architect, in writing of any deviations from the Contract Documents on the shop drawings.
- d. The Contractor understands that the Architect's review and approval of shop drawings does not relieve the Contractor of responsibility for:

Deviations from the Contract Document requirements, unless the Architect is informed, in writing of the deviations and approval is received, in writing, from the Architect for such deviation.

The Contractor understands that the Architect's review and approval of shop drawings does not indicate approval of changes in the Contract Time or cost.

The Contractor understands that no work shall be started on any item requiring shop drawings until proper approval of shop drawings is given by the Architect and that such work shall be in accordance with approved shop drawings.

Submission and processing of shop drawings will be in accordance with Contract Document requirements and the related responsibilities herein.

1.6 SUBMISSION REQUIREMENTS

A. Shop Drawings:

- 1. Shop drawings shall be submitted in the form of prints in a quantity sufficient for final distribution of reviewed submittals accompanied by a letter of Transmittal in triplicate, signed by the Contractor. Drawings shall be bound in complete sets and transmitted to the Architect.
- 2. Manufacturer's brochure, products, product data and other descriptive information which cannot be submitted in sepi form shall be submitted as multiple copies. Submit in quantity sufficient for final distribution of approved submittals.

B. Manufacturer's Certificate

- 1. Where required by the specifications, submit manufacturer's affidavit certifying that material furnished for this project complies with Contract requirements.

C. Submittals Marked "Approved"

- 1. Submittals which require no corrections by the Architect will be marked "Approved".

D. Submittals Marked "Approved as Noted"

1. Submittals which require only a minor amount of correcting will be marked "Approved as Noted". This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work "Approved as Noted", provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field and the Contractor will be required to replace such work in accordance with corrected submittals, at his own expense.

E. Submittals Marked "Revise and Resubmit"

1. When submittals are marked "Revise and Resubmit", details of items noted by Architect shall be further clarified before approval can be given and noted items must not be fabricated until corrected and approved. Unmarked items may be fabricated unless otherwise directed.

F. Submittals Marked "Not Approved"

1. When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Not Approved". No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

G. Return of Submittals to Contractor Unchecked

1. The Architect may return submittals to the Contractor for any of the following reasons, in which case the submission will not be considered official:
 - a. Submitted in violation of specified procedure.
 - b. Inadequately checked by Contractor.
 - c. Inaccurate and in substantial error.

1.7 RESUBMISSION REQUIREMENTS

A. Resubmission of Corrected Submittals

1. No changes shall be made by the Contractor to resubmitted shop drawings or product data in excess of those corrections noted by the Architect unless accompanied by a letter explaining the additional changes.

1.8 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. After all corrections, changes and resubmittals have been made, the Contractor shall provide the following number of reviewed submittals, bearing his stamp of final approval, distributed as follows:

	Letter	Selection Sample	Record Sample	Shop Drawing	Report Certificate
Owner	1			2	1
Architect	1	1	1	1	1
Contractor	1			4	

1.9 ARCHITECT'S DUTIES

A. Architect's Approval

1. The Architect's approval will be only general in nature and shall not be construed as permitting any departure from Contract requirements, or as relieving the Contractor of responsibility for any errors, including details, dimensions or materials. If submittals show variations from Contract requirements the Architect may approve any or all such variations, subject to proper adjustment in the Contract. If the Contractor fails to describe such variation he shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents, even though such submittals have been approved.

B. Approval of Products and Workmanship

1. Work of all trades (especially those which when finished will be permanently visible or must function faultlessly) will be subject to the following sequence of approval by the Architect.
 - a. Each trade shall submit one complete list of all materials proposed for use on the Project, which shall be approved by the Architect. The list shall include all necessary information to show compliance with requirements of the Specification.
 - b. Required product samples shall be submitted to the Architect for their approval.
 - c. Before work on any portion is started and if requested by the Architect, representative in-place samples of any specified work, shall be installed in the Architect's presence. In-place samples, when approved by the Architect shall become the standard for all similar work on the Project. The Contractor shall coordinate and schedule all in-place sample installations, which have been requested by the Architect so that:

All sample work shall be done on the same day, when one or more samples are requested of one or more trades.

Forty-eight (48) hours notice shall be given to the Architect before work starts.

C. Architect's Retention of Submittals for Future Checking

1. Where partial submissions cannot be checked until the complete submission has been received, or where correlation is required between material submitted and material not

yet submitted, the Architect will advise the Contractor in writing that the submission will not be checked until all pertinent information is received and that the submission will not be considered official until it is complete in every aspect.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 TEMPORARY FACILITIES

- A. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site for the use of himself as set forth below. Upon completion of the project, or as directed by the Architect, the Contractor 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 Contractor and his subcontractors may maintain temporary 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 OFFICE

The Contractor may, but not required to, maintain a temporary office for the project. The office may be equipped with a telephone listed in the Contractor's name, and other facilities as the Contractor may require. Provision of this temporary space must be coordinated with the Owner.

1.3 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.

1.4 TEMPORARY SEWER SERVICE

- A. The Contractor shall make all necessary arrangements for temporary sanitary facilities for construction purposes and furnish at his own expense.
- B. The Contractor shall keep the existing sewer service operational during construction, making the necessary arrangements for bypass pumping, and proper hauling and disposal

of wastewater, at his own expense.

1.5 TEMPORARY ELECTRICAL SERVICE

- A. The 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.
- B. The Owner shall provide the current; however, no improper, wasteful, or undue use of electrical service will be permitted.

1.6 EXISTING UTILITIES

Prior to the closeout of the Project, the Contractor shall remove all temporary connections and return all sources to their original conditions prior to commencement of the work.

1.7 PARKING

- A. Location of contractor parking shall be coordinated with the Owner.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 66 00

PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

- A. Sheds and Platforms: Waterproof shelter shall be provided for the storage of all materials subject to spoilage from water. Lumber shall be stored off the ground and kept dry. Platforms shall be provided for the storage of products likely to be stained if improperly stored.
- B. Storage Spaces: Limited space is available on the site for the storage of products, erection of offices, sheds, etc. Where possible the delivery of products shall be scheduled as to require a minimum of on-site storage.
- C. Transportation: All products shall be so crated, blocked and otherwise protected during transportation and handling to prevent staining, chipping, breakage, or any other physical damage. The Contractor shall provide any necessary lifting devices or machines, and the skilled personnel to operate such machines, necessary to handle products to prevent such damage.
- D. Store and protect all materials to be installed according to manufacturer's recommendations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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NOT FOR BIDDING PURPOSES

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 jobsite. 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

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

1.4 PERFORMANCE REQUIREMENTS

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

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
 - 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties.
 - 2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 - 3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 - 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling, and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused products. Ensure 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.
- E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

NOT FOR BIDDING PURPOSES

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

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SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 PROJECT RECORD DOCUMENT PACKAGE

A. Maintenance of Documents

1. Maintain one copy of Contract Drawings, Specifications, Addenda, review shop drawings, change orders, field records, surveys, and layout records.
2. Store documents apart from documents used for construction. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
3. Make documents available at all times for inspection by Architect. Update all documents at least monthly.

B. Recording

1. Stamp each document "PROJECT RECORD" 3/4 inch high letters.
2. Do not permanently conceal any work until required information has been recorded.

C. Record Drawing: The Contractor shall keep a set of up-to-date marked prints of the "as-built conditions". The contract drawings shall be legibly marked to record actual construction such as:

1. Horizontal and vertical location of underground utilities referenced to permanent surface improvements.
2. Underground obstacles encountered and lines capped during construction.
3. Location of internal utilities concealed in construction referenced to visible and accessible features of structure.
4. Field alterations of dimensions and detail.
5. Changes made by Change Order.
6. Details not on original contract drawings.

D. Specifications and Addenda: Bind together.

E. Approved Shop Drawings and Brochures: Maintain as record documents. Legibly note to record any changes made after review.

- F. Submitting: At completion of project, deliver record documents to Architect for transmittal to Owner as a package.
- G. Accompany submittal with transmittal letter, in duplicate, containing date, project, Contractor's name and address, title and number of each record document, and certification that each document as submitted is complete and accurate, signed by Contractor.
- H. The following documents are required from the contractor at project closeout, as applicable:
 - 1. 2 original Form G704 Substantial Completion
 - 2. 2 original Form G706 Affidavit of Payment of Debts and Claims
 - 3. 2 original Form 706A Release of Liens Contractor/Subcontractor
 - 4. 2 original Form 707 Consent of Surety Company
 - 5. 3 original Final Payment App
 - 6. 2 original Warranties (Letter of Guarantee and Warranty Info)
 - 7. 2 O&M Manuals
 - 8. 2 Hard Copy of As-Built Drawings
 - 9. Permits
 - 10. 2 sets of Record Shop Drawings and submittals
 - 11. Affidavit of Discharge of State Tax Liability
 - 12. Copy of completed final punch list signed off on by Owner's Rep
- I. Provide all documents in two (2) 3-ring binders & CD's with label to include the project title, project number and closeout documents.

1.2 GUARANTEES, BONDS AND AFFIDAVITS

- A. Turn over guarantees, warranties, bonds and affidavits on various materials, neatly bound and in order, to the Architect for deliver to the Owner as part of the package.
- B. Affidavits verifying payments of all bills related to the project, release of liens (AIA G706A, AIA G706 and AIA G707) for all subcontractors, bonding company approvals and consent of surety to final payment shall be required.
- C. Certification that all construction materials used and equipment supplied for this project are free of known hazardous materials such as PCBs and asbestos.
- D. Substantial completion certification signed by Owner, Architect, and Contractor.

1.3 OPERATION AND MAINTENANCE DATA

- A. Turn over manuals and instructions, neatly bound and in order, to the Architect for delivery to the Owner.

1.4 EXTRA STOCK, SPARE PARTS, INSTRUCTION

- A. Turn over extra stock as specified in other sections of the specifications to the person designated by the Owner to be in charge of the operation and maintenance of the building.

- B. Provide instruction in operation and maintenance of equipment and finishes. Conduct meeting and individual training as needed to inform owner's operating personnel.
- C. Provide special tools for such items as louver vanes, adjustable dampers, thermostats, allen-head locking devices in triplicate.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION

NOT FOR BIDDING PURPOSES

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SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following work to be provided by the Contractor:

1. Partial and complete demolition and/or abandonment of structures pumps, piping & equipment both above and below grade.
2. Demolition and removal of site improvements including existing drain field.
3. Disconnecting, capping or sealing, and abandoning site utilities in place.
4. Disconnecting, capping or sealing, and removing site utilities.
5. Demolition and removal of site improvements and/or structures to a depth to avoid conflict with new construction or site work.
6. Protection of site work and adjacent structures.
7. Pollution control during demolition.
8. Contaminated soil removal.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items. Fill all voids with approved compacted granular or select backfill. Contractor shall provide and install backfill within the base price bid.
- B. Salvage: Items indicated to be removed and salvaged remain the OWNER's property. Remove, clean, and protect against damage. Deliver to OWNER's designated storage area.
- C. Existing to Remain: Protect existing construction against damage and soiling. When permitted by the ENGINEER, items may be removed to a suitable, protected storage location during demolition and then cleaned and reinstalled.
- D. Abandon or Abandon-in-Place: Remove as needed to accommodate construction or as directed by ENGINEER, otherwise leave in place with provisions to secure for safety. Fill voids and seal openings as directed. Portions of piping left in place shall be pumped full with cement grout.

1.4 MATERIALS OWNERSHIP

Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the OWNER's property, demolished materials shall become the Contractor's property and shall be removed from the site and legally disposed of at an offsite location.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Proposed contaminated soil material handling measures.
- E. Schedule of demolition activities indicating the following:
 - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 2. Dates for shutoff, capping, and continuation of utility services.
- F. Photographs and/or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.
- G. Record drawings at PROJECT closeout.

Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- H. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes, as applicable, by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition Work similar to that indicated for this PROJECT.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Contact Miss Utility at 1-800-441-8355, ENGINEER and OWNER at least 72 hours prior to beginning of demolition.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- C. Coordinate with the OWNER and provide bypasses as needed.
- D. Utilities that are to remain in place shall be protected.

3.2 UTILITY SERVICES

- A. Maintain existing utilities to remain in service and protect them against damage during demolition operations.

Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by OWNER, ENGINEER, or authorities having jurisdiction. Provide not less than 48 hours notice to ENGINEER and OWNER of shutdown of service. Provide temporary services during interruptions to existing utilities, as acceptable to OWNER and to governing authorities.

- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and structures, as required.

3.3 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from OWNER. Provide alternate routes around closed or obstructed traffic ways as required.

- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

3.4 EXPLOSIVES

Explosives: Use of explosives will not be permitted for use on this PROJECT.

3.5 POLLUTION CONTROLS

- A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. The Contractor shall take appropriate action to check the spread of dust and to avoid the

creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as ice, flooding, or pollution.

3.6 DEMOLITION

- A. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
- B. Remove existing structures 36 inches below proposed finished grade and/or within 36 inches of any proposed structure or piping and as required to accommodate new construction.
- C. Filling Below-Grade Areas: Completely fill all below-grade areas and voids present in the area of demolition or resulting from demolition with satisfactory soil materials according to requirements specified in Division 2 Section "Excavation and Fill". Cost for all fill material related to demolition shall be included in the base prices bid for demolition work.
- D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations to the satisfaction of the ENGINEER and OWNER.
- E. The Contractor is responsible for direct or indirect damage of existing structures, pipelines, conduits, poles, wires of every description in the vicinity of his work whether above or below grade. This responsibility shall include the cost of protection when warranted and the expense of repair or replacement of any existing facility damaged by construction activities under this contract whether such facility is or is not shown on the drawings.
- F. The Contractor shall cooperate with and so conduct his operations so as not to interfere with or injure the work of other contractors or workmen employed by the OWNER. He shall promptly make good at his own expense any injury or damage which may be done by him or his employees or agents on the work. The Contractor shall suspend such part of the work herein specified or shall carry on the same in such manner as may be ordered by the OWNER when necessary to facilitate the work of such other contractors or workmen.
- G. The Contractor shall cooperate with and so conduct his operations so as not to interfere with any required waste water treatment plan operations. He shall promptly make good at his own expense any injury or damage which may be done by him or his employees or agents on the work. The Contractor shall suspend such part of the work herein specified or shall carry on the same in such manner as may be ordered by the OWNER when necessary to facilitate operation.
- H. Pipe noted for abandon-in-place shall be removed in those portions needed to accommodate construction at no additional charge. Contractor's red-lined drawings shall clearly indicate extent of removal versus abandonment in place.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Title to materials and equipment to be removed, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The OWNER will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.
- B. Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas.
- C. Comply with Federal, State, and Local hauling and disposal regulations.

3.8 CONTAMINATED SOIL HANDLING/REMOVAL PROCEDURES

A. General

- 1. The Contractor shall take such samples and/or measurements of contaminated soil material as he deems necessary for preparing his bid. All such tests shall be coordinated in advance with the State.
- 2. The Contractor shall furnish all equipment, materials and labor required to remove contaminated soil from existing drain field. If required, Contractor is responsible for proper storage of contaminated material off site. Contractor is responsible for testing, treatment and disposal in accordance with applicable rules and regulations of all agencies having jurisdiction. Provide copies of permits to OWNER.

B. Conveyance

- 1. The Contractor shall provide all equipment, materials and labor to convey the contaminated soil after removal to the final disposal location. Conveyance piping or methods shall not interfere with normal traffic flow as required for operation and maintenance of the facilities or operations of other workmen hired by the OWNER.

END OF SECTION

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NOT FOR BIDDING PURPOSES

SECTION 11 00 00

EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies general provisions and specific requirements applicable to equipment for this project.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies: The construction requirements of State, County, or other political subdivision specifications exceeding the requirements of the codes, standards, and approving bodies referenced herein shall be met and complied with. Both the Underwriters' Laboratories (UL) Listings and Approvals and the National Electrical Manufacturers' Associations (NEMA) stamps or seals shall be evidenced where applicable to electrical apparatus forming parts of the "mechanical" equipment.
- B. Certificates and Permits: Upon completion of work, and prior to final payment, furnish to the Engineer formal certification of final inspections from authorities having jurisdiction and secure required permits, if any, from same. Additionally, prepare detailed diagrams and drawings which may be required by those authorities having jurisdiction.
- C. Reference Standards: Steel Structures Painting Council.
1. Surface Preparation Specifications.
 - a. SSPC-SP 6, Commercial Blast Cleaning.
 - c. SSPC-SP 10. Near-White Blast Cleaning.
 2. Paint Application Specifications: SSPC-PA 1, Shop Field and Maintenance Painting.

1.3 SUBMITTALS

The Contractor shall submit six (6) copies of shop Drawings:

- A. Shop drawings shall be detailed dimensional drawings and materials listings shall be submitted as specified in Section 01 33 23 and as further stipulated hereinafter.
- B. Submit shop drawings for the following long lead items within sixty (60) days after Notice to Proceed.
1. Sewage Pumps
 2. Check Valves
 3. Plug Valves
 4. Any Other Long-Lead Items

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General: In addition to requirements for materials handling and storage as stated in the General Conditions of the Contract, the following applies.
1. When unloading materials, equipment and machinery provide special lifting harness or apparatus as may be required by manufacturers. Handle materials, equipment, and machinery in accordance with manufacturer's written instructions.
 2. Store materials, equipment, and machinery, both on and off site, in accordance with manufacturer's written instructions. Additionally, provide manufacturer's certificates of proper materials, equipment, or machinery storage for the following listed items. Prior to issuance of such certificates, a manufacturer's representative shall visit the site of storage and examine materials, equipment, or machinery in actual storage conditions.
 3. Equipment and material are to be stored in secure location and protected from damage due to weather, construction activity and vandalism.

1.5 JOB CONDITIONS

- A. Electrical Interface shall conform to the following:
1. Install or mount, as work of Division 11 - Equipment, such electrical components or apparatus as provided by product manufacturers specified under the various sections of Division 11.
 2. Power wiring, and auxiliary electrical or control equipment and connections of such to electrical components or apparatus of products specified shall NOT be performed as work of Division 11 - Equipment but as work of Division 16 - Electrical.
 3. Motor starters required under this division of the Specifications will be provided under Division 16 of the Specifications except for the motor starters specified with equipment in this division of the Specifications.
- B. Field and Shop Coat Compatibility: To ensure satisfactory paint and coating performance, it is a contract requirement that products applied in the shop and field be mutually compatible. Contractor shall require fabricators and equipment manufacturers to apply all coats per manufacturers requirements.

1.6 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 23, "Shop drawings, project data, and samples," in sufficient detail to show full compliance with the specification:

- A. Manufacturer's Catalog Data
1. Pumps: piping, fittings, supports, valves, rails, hoists.
 2. Electrical Control System Components.
- B. Drawings and Structural Calculations
1. Dosing Tank Components and Details.
 2. Locations and Details of Penetrations and Embedment's.

Show construction details for each component and piece of equipment, including but not limited to new penetrations and sealing off old penetrations, pump assemblies, appurtenances, and all piping, pipe supports and wiring.

C. Installation Instructions

1. Pumps
2. Valves
3. Pump Rail Systems

D. Factory Test Reports

1. Operation tests for electrical control panels
2. Certified curves and test reports for pumps

E. Field Test Reports

1. Discharge/Capacity Test Pumps
2. Electrical Control System Tests
3. Pipe Tests

F. Certificates

1. Electrical Control System

Attest that the electrical control system and its components are wired for motors and controls in accordance with specification requirements for manual and automatic operation of sewage transmission equipment for proper operation.

1.7 QUALITY ASSURANCE

A. Basis of Design

1. The project documents are presented as a guide for defining the minimum requirements necessary to serve the existing facility and the quality and type of materials and equipment to be used for construction.

PART 2 - PRODUCTS

2.1 SUBMERSIBLE SEWAGE PUMPS

- A. Acceptable Products: Two (2) Goulds, Model 388D3, Series # WS2012D3, or equal submersible sewage pump to match the design point of 180 gpm @ 30.00' TDH, 2 hp, 1750 RPM, 230V, single phase. Pump controls shall be installed to allow alternating pumps for Lead Pump On, Lag Pump On, and Off via three (3) float switches and allow the pumps to be operated manually. Motor shall be sized so as to be non-overloading throughout the full range of the pump curve without use of the service factor. Impellers shall be cast iron, non-clog type, two vane, high head design and connected to AISI 1215 motor shaft. Pump body

and motor housing shall be cast iron. Pump shall feature mechanical seal with carbon/ceramic components.

- B. Automatic Control: Pumps shall be supplied with power and float cords to allow connection to the proposed electrical panel and run automatically when the float switch is engaged or manually via direct connection of the pump plug to the outlet.
- C. Installation: Provide and install two pumps with cover and appropriate piping as detailed in the drawings.

2.2 STRUCTURAL

A. Pipe and Other Supports

Provide horizontal and vertical pipe supports connected to the perimeters of the structures and/or connected to bridges and beams as needed to secure and support all appurtenances.

Loads and connections affecting the structure shall be fully coordinated with structure design, and modifications shall be made to existing structures as needed. Design of supports and reinforcing for load bearing shall be provided by the Contractor and sealed by a Maryland professional registered engineer.

Pipe supports shall be provided as needed to stabilize the pipe or equipment against movement or damage due to fluid pressures and external forces such as wind, water, and vibration.

All bolted connections shall utilize stainless steel fasteners including, but not limited to, nuts, bolts, and washers. All pipe support straps, or bars shall be stainless steel. Schedule 5 and Schedule 10 stainless steel piping supports shall include a contoured saddle to evenly distribute the weight, and strap compression.

Interior piping shall be adequately supported from existing or added structural components and all designs are by the Contractor subject to Engineer approval. All materials in contact with pipe and all fasteners shall be stainless steel. Contractor to coordinate all pipe support locations and materials whether or not shown on the drawings.

B. Piping

All interior and above ground exterior piping shall be 150 psi working pressure type 304 or type 316L stainless steel unless otherwise noted. Pipe wall thickness shall be per Schedule 10S, or thicker. This includes all above ground interconnecting pipes. Transition from stainless steel to underground ductile iron piping shall be made within two feet of proposed ground surface with suitable restrained adaptors.

The Contractor is responsible for arranging the orientation, location, bends and fittings for all pipe runs to meet the intent of the process design, subject to Engineer's approval. The drawings indicate the general routing desired. Detailed drawings shall be prepared by the Contractor and submitted for approval. Label pipe inverts.

All valves shall be located for operator accessibility. Extension handles shall be provided for ease of operation. Locate unions where ease of pipe removal for maintenance is beneficial. Install restrained expansion joints where needed to accommodate vibration, expansion, and contraction.

Heat trace and insulate all exposed piping subject to freezing conditions. Provide taps and drain valves at the base of all piping for draining to prevent freezing for the situation in which equipment is taken out of service and winterized.

C. Pump Lifting System(s)

Each wet pit pump shall be provided with a type 304 stainless steel lifting cable that is of suitable length for installation and removal of the pump. The device attaches to the pump and locates the pump on the discharge elbow. Each wet pit shall be provided with a stainless-steel hoist suitably mounted and aligned for ease of removal and reinstallation of pumps. Hoists shall be rated for weight of the hauling load plus a safety factor of at least 2 times the haul load. Hoist sockets shall be properly located to assure alignment with the load without binding, or undue friction. Portable hoists, where used, shall be provided at a rate of no less than 1 hoist per two pumps. Positioning and alignment shall be demonstrated to the satisfaction of the Engineer by removing and installing each piece of equipment prior to startup.

D. Pump Guide Rail (s)

Furnish guide rails for each wet pit pump to permit raising and lowering. The guide rails shall be constructed of type 304 stainless steel that will reach from the top of the discharge elbow to the top of the basin. The single guide rail system shall utilize a T-bar type structural shape.

E. Equipment

All mechanical and electrical units shall be operated and tested as specified herein. Should any defects occur before or during the tests, they shall be remedied by the Contractor and changes or replacement of equipment shall be made as may be necessary to comply with these specifications.

F. Pump Tests

All pumps including those for which certified curves have been submitted and approved per Factory Pump Testing requirements, shall also be field tested and rate of flow and discharge pressure reported at shut off head and normal operating condition. Test VFD-driven pumps at minimum and maximum speeds plus 2 intermediate speeds at even intervals or other interval selected by the Engineer.

G. Electrical Controls and RTU System

The Contractor is responsible for furnishing and installing a Remote Telemetry Unit (RTU) system for pump station control and data monitoring as detailed on the drawings. RTU shall operate off the pressure transducer and include all equipment, enclosure, wiring, labor,

materials, installation, startup, inspection, and all else necessary for a complete and functional system. RTU shall be HTT-Gen2 by High Tide Technologies, or approved equal.

The Contractor is responsible for furnishing and installing backup control float system for backup pump station control as detailed on the drawings. Float elevations shall be set in the field prior to startup. Float installation shall include all equipment, wiring, labor, materials, startup, inspection, and all else necessary for a complete and functional system.

The pump manufacturer's representative shall inspect the installation of the electrical power and control systems with the Owner and check circuits and connections to all motors and electrical controls. The manufacturer's representative shall, upon satisfactory operation of all circuits and controls transmit to the Owner, three copies of letter certifying that the wiring is complete in accordance with the intent of the specifications for both manual and/or automatic operation and proper functioning of the sewage transmission facilities.

H. Operating Instructions

Printed operating instructions specified herein before will be reviewed by the Owner with the manufacturer's representative at the site. Each major piece of equipment shall have a name plate attached to it indicating characteristics of the equipment such as: name, capacity, rpm, voltage, model, or serial number.

I. System Start-Up

Before allowing any liquid to discharge into the tanks, all tanks, chambers, channels, launders, piping, and pieces of equipment shall be clean and free of any debris such as pieces of wood, concrete or leaves. Manufacturer's representatives shall be present at facility start-up. The Owner will also be present so that he will become familiar with each piece of equipment and its proper operation and function. The manufacturer's manual on operation and maintenance shall be followed, step by step, so that as each piece of equipment is put into operation. The manufacturer's representative shall fully explain in detail each piece of equipments function. Start-up shall be with clean water.

2.3 MANUFACTURER'S SERVICES

A. Manufacturer's Representative

Services of a qualified manufacturer's field service representative shall be provided. The representative shall supervise the installation, adjustment, testing of equipment and instruct facility operators in the care, operation, and maintenance of the equipment.

B. Field Training

Instruction shall be a combination of classroom and hands-on training at the site. Representative shall instruct designated maintenance and operations personnel in the recommended corrective and preventive maintenance procedures for the equipment. Field training shall cover each item contained in the operating and maintenance manuals.

2.4 ADJUSTING AND CLEANING

Equipment shall be tested, calibrated, adjusted, and operated to verify its satisfactory operation. Equipment shall be cleaned of dirt, dust, and foreign matter prior to start-up.

2.5 MATERIALS

A. Motors shall generally conform to the following unless otherwise specified:

1. Provide motors of sufficient capacity to operate the given equipment under all conditions of operation without loading beyond the nameplate current or power.
2. In no case are motors offered to be less than the horsepower specified except when it can be demonstrated to the satisfaction of the Engineer that because the efficiency of the drive equipment is greater than that specified, a lesser horsepower will suffice.
3. Design motors one-half horsepower and larger to operate on 480-volt, three phase, 60 Hertz current unless otherwise specified, or indicated on Drawings.
4. Design motors smaller than one-half horsepower to operate on 120-volt single phase, 60 Hertz current unless otherwise specified or indicated on Drawings.
5. Provide motors of TEFC, ball bearing type unless otherwise specified.
6. Design motors to operate in an ambient temperature of 40 degrees C in continuous operation with a minimum service factor of 1.15.
7. Explosion proof motors shall comply with requirements of Class I, Division I, Group D, Hazardous Locations, as defined by the National Electrical Code.
8. Motors intended for outdoor service shall have motor windings protected by U.S. Motors Everseal Solid-Cast Encapsulation, Westinghouse Life-Guard Encapsulation or equal. Motors shall be provided with weatherproof protection including internal heaters.
9. All motors shall comply with Standards of NEMA in all respects except where requirements exceed these standards.
10. Provide vertical motors with thrust bearings adequate for axial loading to which they can be subjected in operations.
11. Bearings for motors one-half horsepower and larger shall be rated for 20-year life under AFBMA Standards.
12. Design controls to operate on 120-volt, single phase, 60 Hertz current unless otherwise specified.

B. Lubrication: Provide means of lubrication for bearings and other metallic parts in sliding contact. Use alemite industrial type fittings except where specified otherwise in Division 11.

1. Locate lubrication points on equipment readily accessible without the necessity of removing covers, plates, housings, or guards, or without creating safety hazards at installed equipment elevations.
2. Exhaust pressure lubricated units to the atmosphere to prevent excessive greasing.
3. Provide two grease guns with appropriate fittings and one sealed 25-pound container of each type of lubricating grease required to service equipment.

C. Equipment Anchors: Provide anchors for equipment requiring such. Size anchors for embedding in concrete and sleeve anchors as recommended by equipment manufacturers subject to approval by the Engineer. When recommendations are not provided, size anchors

in the largest diameter that will pass through the bolt holes in equipment bases.

1. Stainless Steel Anchor Bolts: ASTM A320 Grade B8, AISC Type 304.
2. Expansion Anchors: Conforming to Federal Specification FF-S-325, Group II, Type 4, Class I Stainless Steel Type 304; such as Hilti Kwik-Bolt, Phillips Red Head Wedge-Anchor and Molly Parabolt, or equal. Expansion anchors are not approved for use in submerged conditions or within 1' of a free water surface. Substitute adhesive type for submerged conditions.

D. Shop Painting shall conform to the following:

1. Apply shop coating in a suitable, indoor environment. Prior to painting remove all rust, dust, and scale as well as other foreign substances on ferrous metal surfaces to be prime painted in the shop, by sandblasting or pickling.
 - a. Sandblasting shall conform to requirements of the latest edition of SSPC-SP6, Commercial Blast Cleaning.
 - b. Pickling shall conform to requirements of the latest edition of SSPC-SP8, Pickling, or SSPC-SP10.
2. The ferrous metal surfaces thus cleaned shall be prime painted as soon as possible after cleaning to prevent new rusting.
3. All ferrous metal surfaces of equipment, apparatus, structures, and devices shall receive a shop coat of primer (except acceptable factory finished surfaces) unless otherwise specified or required by the Engineer.
4. Painting:
 - a. Apply shop paint in accordance with SSPC-PA-1.
 - b. Minimum dry mil thickness at 1.5 to 2 mils.

E. All equipment and machinery furnished under this Contract shall be the latest improved design suitable for the service specified. All equipment and machinery shall be designed and constructed to operate efficiently, continuously, and quietly under the specified requirements with a minimum of maintenance, renewals, and repairs. The design and construction of all equipment and machinery shall be such as to permit operation with minimum wear, vibration and noise when properly installed. Allowable amplitude permitted shall be 2.0 mils maximum for blowers or any 3600-rpm machinery. All other machinery shall have a maximum allowable amplitude of 4.0 mils. Ample room for erecting, repairing, inspecting, and adjusting of all equipment and machinery shall be provided. The design, construction and installation of all equipment and machinery shall conform to and comply with the latest safety codes and regulations. All equipment of identical size, type and service shall be the product of the same manufacturer. All equipment selected shall suit the general arrangement of the space in which it is to be installed.

F. Special tools shall include any type of tool that has been specially made or used on an item of equipment for assembly, disassembly, repair, or maintenance. Any special tools that are required to assembly, disassemble, repair, or maintain any mechanical equipment shall be furnished with the equipment.

G. Nameplates shall be provided for all equipment provided under this Contract. Unless

otherwise noted, all nameplates shall be constructed of the same material to provide uniformity throughout the job. Nameplates shall be attached to the machinery casing and to the panel where required for panel boards. Nameplates shall be black-laminated phenolic plastic having engraved white letters and beveled white trim. Nameplates shall be engraved with minimum 1/4-inch letters showing the equipment name and number as given on the Contract Drawings or as directed by the Engineer. All equipment nameplates shall be screwed into the equipment frames.

2.6 SUBMERSIBLE PRESSURE TRANSDUCER

A. Sensor:

1. Type:

- a. Non-fouling submersible pressure transmitter with internal surge protector; open-face nose cap for level transducer, 1/4" NPT male nose cap for fitting mounted pressure transducer.
- b. Silicon pressure cell with integral, compliant barrier diaphragm and transmitter with 4 to 20 mA output.

2. Performance:

- a. Range: 0-10 PSIG.
- b. Accuracy: $\pm 0.25\%$ FSO BPSL.
- c. Thermal Error: $\pm 0.05\%$ FSO/ $^{\circ}\text{C}$ worst case over compensated range.
- d. Proof Pres.: 1.5 X rated pressure.
- e. Burst Pres.: 2.0 X rated pressure.
- f. Resolution: Infinitesimal.

3. Environmental:

- a. Comp. Temp. Range: 0° to 50°C .
- b. Operating temp. Range: -20° to 60°C .

4. Electrical:

- a. Excitation/Signal: VDC input. mA Output
- b. Output Current: 4-20 mA, 2-wire
- c. Zero offset, max: ± 0.12 mA.

5. Physical:

- a. Weight: 3.5 lbs. (not inc. cable).
- b. Cable: Shielded 2-conductor with polyurethane jacket and polyethylene vent tube with Aneroid Bellows.
- c. Wetted Materials: 316 SST. Molded polyurethane cable seal suspended by cable.
- d. Integral Diaphragm protector

- B. Manufacturer: KPSI Model 720 with Aneroid Bellows, transducer surge protection, line surge protection, cable hanger and cable weights (or equal).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install equipment with skilled mechanical erection labor in accordance with manufacturer's instructions.
- B. Installed equipment shall be inspected, adjusted, aligned, approved, and certified satisfactory by the manufacturer.
- C. Locate and install pumps, mixers, valves, and meters.
- D. Furnish the Engineer with manufacturer's certificates regarding equipment installation prior to initial mechanical performance tests.
- E. Field Painting: As required by manufacturer.

3.2 FIELD QUALITY CONTROL

- A. Upon completion of structural work as well as installation and adjustment of equipment in a manner satisfactory to the Engineer, the Contractor with his own forces, including such equipment and other experts as may be necessary (hereinafter collectively referred to as "Contractor's Personnel") shall place equipment in operation.
- B. Give the Owner at least seven days written notice prior to placing equipment in operation.
- C. Operating procedures during said period are subject to Engineer's approval.
- D. Operation of equipment prior to satisfactory completion of performance tests is the Contractor's complete responsibility.

3.3 COORDINATION BY CONTRACTOR

- A. Contractor shall properly coordinate his work and the work of all subcontractor's and manufacturer's representatives during installation, start-up, and the guarantee period. Scheduling of personnel shall ensure the presence of all necessary representatives so that individual components of each system work together and are properly adjusted to achieve the desired result. The Contractor, as a single entity, is designated as having the responsibility for all components making up equipment systems. The Contractor shall have the sole responsibility to answer and solve all problems as regards to proper installation, troubleshooting, compatibility, performance, and acceptance of all equipment.

3.4 END OF WARRANTY SERVICE

Contractor shall provide end of warranty for two (2) year warranty as follows. Not more than six (6) weeks prior to end of warranty nor less than two (2) weeks before end of warranty, equipment representative shall inspect, adjust, calibrate or repair equipment as necessary and shall certify in

writing that performance and operation are satisfactory. Equipment listed below shall be thus inspected and serviced. The one-year warranty period is described in the General Conditions.

3.5 MANUFACTURERS REPRESENTATIVE EXTENDED SERVICES BEYOND WARRANTY PERIOD

- A. At any time within a two-year period subsequent to completion of all performance tests, the Contractor at the request of the Owner or Engineer, will furnish the Owner with the services of equipment manufacturer's representative for one trip, one day, as listed hereinafter for purposes of follow up service, instruction and training. Services will consist of furnishing detailed training instructions to personnel of the Owner regarding equipment operation and maintenance after personnel of the Owner have had an opportunity to become familiar with the equipment. Costs shall be included in base bid price.

3.6 LISTED EQUIPMENT FOR SECTIONS 3.4 AND 3.5

Contract prices will include furnishing of services in 3.4 and 3.5 above. Said services are additional to those furnished in connection with equipment erection, installation, testing, correction of deficiencies, warranty repair requests, personnel training at time of start-up and start-up assistance.

1. All pumps and control systems
2. Flow meters
3. Alarm systems
4. Valves
5. Check valves
6. Miscellaneous pipe: fittings, valves, supports

END OF SECTION

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NOT FOR BIDDING PURPOSES

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Earthwork includes clearing, excavation, filling and grading.
- B. The extent of clearing, excavation, filling and grading is shown on the drawing.
 - 1. Remove shrubs, trees, grass or obstructions which interfere with new construction and are not noted to be removed by Owner. Preparation of subgrade for slabs and pavements is also included as part of this work.
 - 2. Owner shall reuse or store suitable removed items at his discretion. Contractor shall transport removed items to Owner approved location.
 - 3. Replant existing shrubs per owners approved location.

1.2 QUALITY ASSURANCE

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3 FIELD QUALITY CONTROL

Quality Control Testing will be required during construction.

- A. Testing agency will inspect and owner will approve subgrades and fill layers before further construction work is performed thereon.
- B. If, based on reports of Testing Agency and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

1.4 JOB CONDITIONS

- A. Existing Utilities: Locate existing underground utilities in the areas of work.
 - 1. Should uncharged or incorrectly charged piping or other utilities be encountered during excavation, consult the Owner immediately for directions as to proceed.
 - 2. Contact "Miss Utility" (1-800-441-8355) and Owner for assistance in locating existing utilities.
- B. Protection of Persons and Property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.5 RELATED WORK SPECIFIED ELSEWHERE

Erosion and Sediment Control: Section 31 25 00

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. Subgrade Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand, as acceptable to the Owner.
- B. Backfill and Fill Materials: Provide acceptable soil materials for backfill and fill from borrow, or on site stockpile, free of clay, rock, or gravel larger than 1" in any dimension, debris, waste, frozen materials, organic and other deleterious matter.

PART 3 – EXECUTION

3.1 INSPECTION

Examine the areas and conditions under which excavating, filling and grading are to be performed and determine suitability of stockpiled soil for use as backfill and fill material. Do not proceed with the work until satisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

- A. Excavation consists of removal and disposal of material encountered when establishing required grade elevations.
- B. Earth excavation consists of removal and disposal of pavements and other obstructions visible on ground surface.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner.
- D. Underfootings, foundation bases or slabs fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, only when acceptable to the Owner.
- E. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavations of same classification, unless otherwise directed by the Owner.
- F. Stability of Excavations

1. Slope side of excavation to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
 2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- G. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and crossbraces, in good serviceable condition.
1. Provide minimum requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- H. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 2. Convey water removed from excavations and rain water to collecting or run-off areas. Provide and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Comply with applicable sediment control measures. Do not use trench excavations as temporary drainage ditches.
- I. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
1. Locate and retain soil materials away from edge of excavations.
 2. Dispose of excess and/or unsatisfactory soil material and waste materials as specified hereinafter.
- J. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10", and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, other construction required, and for inspection. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
- K. Excavation for Pavements: Cut surface under pavements to comply with cross sections, elevations and grades as shown.
- L. Removal of Unsatisfactory Soil Materials: Excavate unsatisfactory soil materials encountered that extend below required elevations, to additional depth directed by the Engineer. Unsatisfactory material is defined as clay, wet soil, silt, etc. which would not, in the Engineer's opinion, provide adequate strength and would not compact properly. Unsatisfactory material shall be removed from the site.

3.3 COMPACTION

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Provide not less than following percentages of maximum density of soil material compacted at optimum moisture content, as measured by AASHTO T-180, Method C, for the actual density of each layer of soil material-in-place.
1. Building Slabs and Steps: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum density.
 2. Lawn or Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material at 90% maximum density.
 3. Walkways: Compact top 6" of subgrade and each layer of backfill or fill material at 95% maximum density.
 4. Pavements: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum density.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material.

3.4 BACKFILL AND FILL

- A. General: Place satisfactory excavated, borrow or stockpiled material in layers to required subgrade elevations, in excavations under grass areas, under walks and pavements and under steps.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
1. Acceptance by Architect of construction below finish grade including, where applicable, dampproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording locations of underground utilities.
 3. Removal of concrete formwork.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
 5. Removal of trash and debris.
- C. Ground Surface Preparation:
1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
 2. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content and compact to required depth and percentage of maximum density.

D. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8" in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.

3.5 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
1. Grassed Areas: Finish areas to receive topsoil to within not more than 0.10' above or below the required subgrade elevations.
 2. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below the required subgrade elevations.
 3. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 0.10' above or below the required subgrade elevation.
- C. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 0.2'.
- D. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.6 MAINTENANCE

- A. Protection of Graded Areas:
1. Protect newly graded areas from traffic and erosion, and keep free of trash and debris.
 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 DESCRIPTION

Work specified under this section includes, but is not limited to clearing, grubbing, and removal of shrubs, trees, grass, or obstructions which interfere with new construction and are noted to be removed per drawings.

1.2 USE OF EXPLOSIVES

The use of explosives will not be permitted.

1.3 PROTECTION OF PERSONS AND PROPERTY

Clearing and grubbing operations shall be conducted in a manner that will ensure safety of persons and prevent damage to existing structures and utilities, construction in progress, trees, vegetation designated to remain standing including root damage, and other property.

PART 2 - PRODUCTS

2.1 FILL MATERIAL FOR DEPRESSIONS CREATED BY CLEARING AND GRUBBING

Fill material needed for filling depressions shall be completely filled with approved fill material within base prices bid, unless further excavation or earthwork is indicated.

Fill material needed for filling depressions shall be Delaware Department of Transportation Type B borrow material, in accordance with other Section or approved excavated material.

Where topsoil is removed coincident with removal of roots and stumps or other activities, and plantings comprise the finished surface restoration, depressions shall be filled with imported topsoil obtained at Contractor's expense.

PART 3 - EXECUTION

3.1 CLEARING OPERATIONS

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring within the areas to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be completely removed except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within or adjacent to the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and of live branches to the indicated height. Limbs and branches to be trimmed shall be neatly cut close to main branches. Cuts more than 2 inches in diameter thus made shall be painted with tree-wound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.

3.2 GRUBBING OPERATIONS

The Contractor shall completely remove stumps, roots including matted roots, and organic or other debris protruding through the ground surface. This material shall be excavated and removed to a depth of not less than 12 inches below the surface level of the original ground. Mechanical grubbing equipment shall not be used inside the drip line of trees indicated to remain standing.

3.3 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed. Arrange to shut off indicated utilities with utility companies. Call "Miss Utility of Delmarva" and the Town for assistance in locating existing utilities. If utilities are to remain in place, provide adequate means of protection during construction.

B. Should uncharted or incorrectly charted piping or other utilities be encountered during work, consult Owner of utility and ENGINEER immediately for directions as to procedure. Repair damaged utilities that are to remain in service to the requirements of the utility Owner.

3.4 TOPSOIL STRIPPING

A. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.

B. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Do not stockpile topsoil within drip line of remaining trees.

2. Dispose of excess topsoil as specified for waste material disposal or salvage to OWNER at OWNER's option.

3.5 FILLING DEPRESSIONS

- A. Depressions resulting from grubbing operations shall be completely filled with approved fill material, unless further excavation or earthwork is indicated.
- B. Prior to filling, subgrade surfaces of depressions shall be free of standing water, frost, or frozen material.
- C. For structural embankment the Contractor shall place fill material in horizontal layers not to exceed 8 inches in loose depth. Each layer shall be compacted to ± 2 percent of the optimum moisture content and to 90% of maximum dry density in areas outside of paving or structural support and 95% in areas of proposed paving or structural support, as determined by ASTM D1557. The density of soil-in-place shall be determined in accordance with ASTM D1556, Sand Cone Method or ASTM D2922, Nuclear Method. The surface of filled depressions shall be graded to meet adjacent proposed contours and to provide surface water drainage.
- D. For topsoil areas, mound up higher than finished grade so that grades following settlement are proper. Refill irregularly settled areas so as to provide positive drainage.

3.6 PROTECTION OF TREES

- A. Trees left standing shall be protected against damage, including that due to unnecessary cutting, breaking or skinning of the roots, skinning and bruising of the bark, and smothering of trees by stockpiling construction materials or excavated materials within drip line. The Contractor shall provide temporary earth-retaining structures, fences, barricades, and guards as required for the protection of trees to be left standing, as shown on the drawings.
- B. Tree roots over 1-1/2 inches in diameter requiring cutting shall be coated on cut faces with an emulsified asphalt or other approved coating especially formulated for horticultural use on cut or damaged plant tissues. Exposed roots shall be temporarily covered with wet burlap to prevent roots from drying out and earth cover shall be provided as soon as possible.
- C. Trees to be left standing that are damaged by construction operations shall be repaired or replaced at no additional cost to the OWNER. Tree repair shall be performed by a qualified tree surgeon.

3.7 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

- A. Burning of materials on site will not be permitted.
- B. Felled timber larger than 6 inches in diameter and considered sellable shall become the property of the Contractor and shall be immediately removed from the PROJECT site.
- C. Other felled trees, logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations shall be removed for disposal within the PROJECT bid amount at no additional cost to the OWNER. Costs of permits and fees for disposal shall be paid by the Contractor.

3.8 MAINTENANCE OF CLEARED AREAS

Contractor shall maintain cleared areas throughout the PROJECT until final acceptance by removing any fallen or in-danger-of-falling trees.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 31 23 00

EXCAVATION & FILL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included in this section shall include furnishing all labor, materials, and equipment necessary for the Contractor to perform all excavation, backfilling, filling, grubbing and grading required for construction and installation of pipelines, pavements, sidewalks, landscaping, structures and appurtenances and to perform general site grading. Excavation shall include removal of pavement, concrete, rock, earth and debris, regardless of character. Trenches and excavations shall be sheeted, shored and braced by the Contractor, as necessary to allow construction and to protect surface paving and adjacent structures, and provide safe working conditions. Additionally, the Contractor shall be responsible for maintaining a dry excavation by dewatering. He shall also locate, support and protect existing utilities and structures encountered in the work, provide traffic control where required, dispose of surplus and unsuitable excavated materials and restore backfilled areas to original condition or as required by the drawings and specifications. All backfilled and restored areas shall be maintained by the Contractor, in a proper condition, for the duration of the PROJECT.
- B. The Contractor is responsible for direct or indirect damage to existing structures, pipelines, conduits, utility poles, wires and utilities of every description in the vicinity of his work whether above or below ground, or that may be encountered in trench or structure excavation, whether or not such utilities are shown on the Drawings. This responsibility shall include the cost of protection by sheeting, bracing, hand excavation, when warranted, and the expense to repair or replace any existing facility damaged directly or indirectly by construction activities under this contract.
- C. The Contractor shall verify the location, size and elevation of all existing utilities at the various points of connection and/or crossings prior to starting any work. Any discrepancies in locations or elevations shall be brought immediately to the attention of the ENGINEER in order that the designs may be adjusted accordingly. Damages suffered or additional costs incurred by the Contractor as a result of his failure to conform to the requirements of this paragraph shall be the sole responsibility of the Contractor. Connections to existing utilities shall be made by the Contractor at such a time and in such a manner as the ENGINEER may direct, and the cost shall be included in the price bid for pipeline and structures, unless otherwise defined elsewhere in the proposal.
- D. Excavation and backfill within an area where a State agency has jurisdiction shall be done in accordance with requirements and provisions of the permits issued by the agency for construction within their respective right-of-way. Such requirements and provisions, where applicable, shall take precedence and supersede the provisions of these specifications.
- E. Prior to excavation, the Contractor is to obtain soil explorations in the areas of the proposed PROJECT which are to be carried out by a qualified geotechnical engineer to determine subsurface conditions.

1.2 SUBMITTALS

- A. Submit for approval certified gradations, plasticity index and soil classification of each type of material proposed for use.
- B. Submit copies of all laboratory and field soil test results directly to the ENGINEER within twenty-four (24) hours of completion of test.

1.3 QUALITY ASSURANCE

- A. Compaction:
 - 1. Top twelve (12") of subgrade and each eight (8") loose layer of backfill and fill under structures. Building slabs, steps, sidewalks, pavement and structure base slabs shall be compacted to ninety-five (95) percent maximum density, ASTM D 1557, unless otherwise noted.
 - 2. Top six (6") of subgrade and each layer of backfill under lawns or unpaved areas, shall be compacted to ninety (90) percent maximum density, ASTM D 1557.
- B. Grading Tolerances Outside Building Lines:
 - 1. Lawns, unpaved areas, walks, and embankments, plus or minus one (1") inch.
 - 2. Stone and asphalt pavements, plus or minus half (1/2) inch.
- C. Grading Tolerance for Fill Under Building Slabs: Plus or minus ½ inch measured with a 10' straightedge.

1.4 PROJECT CONDITIONS

- A. Contact the OWNER and Miss Utility at 1-800-441-8355 at least forty-eight (48) hours prior to beginning installations.
- B. Existing Utilities: Do not interrupt existing utilities, electrical, yard piping, etc. serving facilities occupied by the OWNER or others except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided. Provide a minimum forty-eight (48) hours notice to the ENGINEER and receive written notice to proceed before interrupting the utility.
- C. All soil testing services shall be performed by an independent testing agency coordinated by the Contractor and the R.P.R.

PART 2 - PRODUCTS

2.1 GENERAL

- A. No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition, or condition thereof.
- B. Materials used for backfill and fill shall be free of clay clods, rock or gravel larger than two (2") inches in any dimension and debris, waste, frozen materials, and other deleterious matter.

2.2 SOIL MATERIALS

- A. General: Provide approved satisfactory borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Materials shall comply with Delaware Department of Transportation standard specifications.
- B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, SC, and SM; free of rock or gravel larger than two (2) inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. Satisfactory soil materials shall conform to Delaware Department of Transportation Section 209, Type G, Select Borrow.
- C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups GC, ML, MH, CL, CH, OL, OH, and PT.
- D. Backfill and Fill Materials: Satisfactory soil materials unless otherwise approved by the ENGINEER.
- E. Pavement Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, conforming to Delaware Department of Transportation Section 302 for Graded Aggregate Base Course.
- F. Structural Fill: ASTM D 2487 Soil Classification Groups SM and/or SC.
- G. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D448, coarse aggregate grading size 57 conforming to AASHTO M43 type No. 57.
- H. Pipe Bedding Material: Artificial foundation using drainage fill, as noted above.
- I. No soil material shall be considered unsatisfactory due to moisture content. Contractor shall dry soils with excess moisture or add additional moisture to any material at no additional cost to the OWNER.

2.3 SUITABLE BACKFILL

All suitable materials removed from the excavation shall be used for backfill and/or subgrade replacements of unsuitable materials. No excavated material shall be wasted without permission of the ENGINEER. As material is excavated it shall be separated into suitable and unsuitable material stockpiles for reuse or disposal as the case may be. No payment for select backfill under contingencies will be approved until all suitable soils from excavations have been expended.

2.4 SELECT BACKFILL

- A. Should the Contractor encounter unsuitable material during excavation, he shall remove and dispose of such material at a location approved by the ENGINEER. The cost of such disposal shall be included in the appropriate prices bid.
- B. Should sufficient suitable material from excavations on the PROJECT not be available for backfill, the Contractor shall furnish Select Backfill upon approval of the ENGINEER. Special backfill shall conform to the requirements for satisfactory soil materials per Section 2.2. Contractor shall pay for all testing necessary for approval of the select materials including sampling, sieve analysis, Atterberg limits and classification.
- C. The Contractor shall furnish certification that his borrow is from a Delaware Department of Transportation approved source.
- D. Contractor shall dry soils with excess moisture or add additional moisture to any material at no additional cost to the OWNER.
- E. Payment for removal of unsuitable subgrade material and replacement with select backfill as authorized by the ENGINEER will be made at the unit price bid for the material placed within the payment trench width detailed on the PROJECT plans and for the length and depth approved. For backfill around structures, select backfill payment volume will be limited to an area 3'0" outside the foremost edge of the structure on all sides and from the bottom of the structure to the ground surface. This item is for unsuitable subgrade and backfill material only and does not apply to embankment or fill material required for PROJECT construction which is to be included in the lump sum price.

2.5 ARTIFICIAL FOUNDATION

Artificial Foundation and pipe bedding material shall consist of course aggregate crushed gravel with angular edges grading size 57 conforming to Delaware Department of Transportation Aggregate Base Course Specification Section 302012.

2.6 TOPSOIL

Topsoil shall mean friable clay loam surface soil suitable for use in grass planting. It occurs as a thin soil layer covering naturally well-drained land covered by a heavy growth of grass or which has been covered with a heavy growth of grass during the latest growing period before start of construction. In addition, the topsoil shall be reasonably free from subsoil, clay lumps, brush, objectionable weeds, and other litter, and shall be free from stones, stumps, and other objects larger than two (2") inches in any dimension, roots, and other objectionable material.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways in accordance with individual specifications, the contract drawings, and regulations/recommendations of State and local agencies having jurisdiction.

3.2 STRIPPING

- A. Remove all organic material from the roadways and building construction areas. Stockpile all suitable material for reuse as topsoil during final grading and stabilization process. Remove all unsuitable materials from the site at the end of the PROJECT.
- B. The depth of stripping shall be a minimum of six (6") inches or as required by actual field conditions.

3.3 GENERAL EXCAVATION

- A. Explosives: The use of explosives shall not be permitted on this PROJECT.
- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.
- C. Excavated materials shall be segregated as they are excavated, with the suitable and unsuitable materials and topsoil being piled separately according to designated use specified in Part 2 of this section. All suitable materials shall be used for backfill or embankment. Suitable wet materials shall be dried to optimum moisture content at the Contractor's expense and be used for backfill or embankment. All unsuitable materials shall be removed, at the Contractor's expense and disposed of after the PROJECT is completed at a location approved by the ENGINEER. No excavated material shall be deposited at any time so as to endanger partly finished structures either by direct pressure, or indirectly by overloading banks contiguous to the operation.
- D. The Contractor shall employ the services of a soil testing agency acceptable to the ENGINEER to determine adequacy of excavated material for reuse as backfill or embankment. Submit results of testing to ENGINEER for approval.
- E. Excavation may be moved directly to areas of fill and embankment. However, the Contractor must schedule the work so that all construction areas will remain free-draining, without any ponding of water. Temporary ditches and dewatering operations shall be constructed, if necessary, to accomplish this end. If, at the time of excavation, it is not possible to place material in its proper location as fill or embankment, it shall be stockpiled

for later use and shall be stabilized in an approved manner if not to be utilized within fourteen (14) calendar days.

3.4 PIPELINE TRENCH EXCAVATION

- A. The Contractor shall excavate, maintain and backfill all excavation necessary for completing the work under the contract. Unless otherwise specified or approved, excavation shall be open cut. No extra compensation will be allowed for hand excavation and backfill necessary to complete the work as required by the ENGINEER.
- B. Trenches shall be excavated to the necessary width and depth, as shown on the drawings and as required for the placement and removal of protective sheeting, pull boxes, etc. No extra compensation will be allowed for trenches wider than that detailed on the drawings.
- C. The sides of the trenches shall be practically plumb and shall not be sloped unless approved in writing by the ENGINEER. Trench sides shall be supported or sheeted as required to protect the public, construction personnel, pavement surfaces, curbing, utilities, structures, etc., and required for safety. Safety regulations shall be as required by State safety codes and OSHA. Refer to Part 3.8 of this section for sheeting requirements.
- D. In paved areas, the Contractor shall remove the paving only as necessary for the excavation of the trench or as detailed. Pavement edges at the trench shall be saw cut neat, straight, and to the full depth of paving prior to the start of any excavation. Should the Contractor disturb or damage pavement for a greater width than detailed on the drawings or should pavement damage result from cave-ins, settlement, etc., the Contractor shall replace such paving at his own expense.
- E. In non-paved areas, strip surface vegetation and suitable topsoil and place in stock piles which are separated from the trench excavated materials. Topsoil shall not be used for general trench refill.
- F. The excavation of all trenches shall be fully completed at least twenty (20) feet in advance of pipe laying, unless otherwise authorized or directed. The ENGINEER may require the backfilling of open trench, over completed pipelines, or ahead of the pipe laying operation, if in his judgment such action is necessary and the Contractor shall have no claim for extra compensation.
- G. Should work be stopped for any reason and any excavation is left open for an unreasonable length of time, the Contractor shall refill the excavation at his own expense if so directed by the ENGINEER, the Inspector or OWNER. He shall not reopen the excavation until he is ready to complete the facility. Should the Contractor refuse or fail to refill any excavation completely within forty-eight (48) hours, or immediately if it poses a safety hazard, after a proper notice has been given by the ENGINEER, Inspector, or OWNER, the OWNER shall be authorized to do the work. The resulting expenses shall be deducted from monies due the Contractor.
- H. The Contractor shall complete excavation as nearly as practicable to the lines of the pipeline to be installed as detailed. All cavities in the bottom of the trench shall be filled to the required level with compacted crushed stone or gravel. Unless the cavities have been made on direction of the ENGINEER and classified as "Excavation Below Subgrade" for unsuitable material, no extra compensation shall be due the Contractor.

- I. Excavated materials shall be graded, hauled, stored and protected as such material found suitable will be required for backfilling, or other purposes. Material classified as unsuitable shall be disposed of by the Contractor at a location approved by the ENGINEER. Hauling of excavated materials for any purpose shall not entitle the Contractor to additional compensation. Only those excavated materials designated by the OWNER shall become property of the Contractor.
- J. All stockpiled materials shall be placed in such a way to prevent damage to the trench, structures, drainage areas or private property. Excavated materials shall not be placed on private property, unless written permission is obtained from the property owner by the Contractor.
- K. The Contractor shall remove, relocate or protect all structures including but not limited to signs, mailboxes, overhead and buried utilities and other structure in the path of work as required for construction whether shown on drawings or not. No extra compensation will be allowed for property damage, injury or loss of time due to obstructions encountered that are not shown on the plans.
- L. The Contractor shall be responsible for any damage to utilities, curb, gutter, sidewalk, traffic control devices, pavement material, pavement markings and lawns. Any damage resulting directly or indirectly during construction shall be replaced in kind by the Contractor without additional compensation. The reuse of disturbed curb, gutter or sidewalk is prohibited. New sections shall be installed to the nearest undisturbed joint. Cost for replacement shall be included in the appropriate price bid.

3.5 PIPELINE TRENCH BACKFILL

- A. Materials excavated from the trench except topsoil shall be used for trench backfill, provided that, in the opinion of the ENGINEER, the excavated material is suitable for this purpose. Backfill material shall be free from large lumps, pavement, pieces of concrete and stones.
- B. Suitable material, as approved by the ENGINEER, shall be carefully deposited in the trench by methods which will not damage or disturb the pipeline or structure, and shall be solidly tamped around the pipe or structure. Backfill material shall be placed in six (6") inch loose layers and hand tamped until the top of pipe is covered by at least twelve (12") inches of compacted material. Above this point, backfill material shall be placed in eight (8") inch loose layers. Compaction for eight (8") inch layers shall be accomplished by mechanical tampers or other approved methods. Care shall be taken in the use of mechanical tampers not to injure or move the pipe or to cause the pipe to be supported unevenly. Each layer shall be mechanically tamped for the full trench width unless an alternative method is approved in writing by the ENGINEER.
- C. Every backfill layer shall be compacted as per Section 1.3.A. Materials containing an excess of moisture shall be permitted to dry until the moisture content is within the specified range. Materials too dry shall be wetted uniformly, at the Contractor's expense, until the moisture content is in the specified range.
- D. No compacting shall be done when the material is too wet to be compacted properly. At such times, the work shall be suspended until the backfill materials have dried sufficiently

to permit proper compaction or such other precautions shall be taken as may be necessary to obtain proper compaction. The Contractor is responsible for hauling, storing and drying of excavated material to be used in backfill operations within the prices bid.

- E. The ENGINEER may request compaction tests of the backfilled trenches at any time during construction or upon completion of the backfill operations. Such testing shall be arranged by the Contractor and performed by an independent testing agency approved by the ENGINEER. The Contractor shall pay the testing laboratory for all tests performed inclusive of sample collection, preparation and transportation. If the results of any tests shown that backfills do not meet the specified compaction, the Contractor shall, at his own expense, correct the condition as directed by the ENGINEER.
- F. The Contractor shall, at his own expense, maintain all refilled excavations in proper condition. Trench surfaces shall be reshaped when necessary. If the Contractor fails to make repairs within forty-eight (48) hours after receipt of written notice from the OWNER, the OWNER may refill said depression wherever necessary and the cost of so doing will be retained from any monies due or to become due the Contractor under the Contract. The Contractor shall be fully responsible for any injury or damage that may result from lack of maintenance of any refilled excavation at any time prior to final acceptance.
- G. All unauthorized excavations made by the Contractor shall be immediately backfilled in accordance with the requirements of the specifications for trench backfill at the Contractor's expense.
- H. After completion of backfilling, all material not used shall be disposed of as approved by the ENGINEER, and all places on the line of the work shall be left clean and in good condition. This cleaning up shall be done by the Contractor without extra compensation. If he fails to do this work within a reasonable time after receipt of notice, it will be performed by the OWNER, and the cost will be retained from the monies due the Contractor under the Contract.
- I. No backfilling of pipelines will be allowed until measurements of pipe and an inspection has been performed by the OWNER's representative, and until the ENGINEER has authorized the backfill. Any unauthorized backfill of pipelines shall be uncovered by the Contractor at his expense if required by the ENGINEER.
- J. The Contractor shall exercise caution in backfill and compaction to prevent damage to structures.
- K. Backfill trenches with concrete that carry below or pass under footings and that are excavated within eighteen (18") inches of footings. Place concrete to the level of the bottom of footings.

3.6 EXCAVATION BELOW SUBGRADE AND GRAVEL REFILL

- A. Materials below the excavation limit for pipelines and structures (below subgrade), which in the judgment of the ENGINEER should be removed, shall be removed as directed. All spaces created by the removal of unsuitable material below subgrade shall be refilled and compacted with crushed stone or gravel, specified in "Artificial Foundation" of this section. The top, sides and bottom of the excavation shall be wrapped with a non-woven filter fabric as recommended by the geotechnical engineer performing testing for the Project. Payment

for Excavation Below Subgrade and Gravel Refill shall be made at the unit price bid only for the length width and depth authorized.

- B. Should the Contractor elect to excavate suitable material below subgrade and install stone for the purpose of securing a dry trench bottom, in lieu of dewatering by mechanical methods, no payment will be made for Excavation Below Subgrade and Gravel Refill.

3.7 DEWATERING

- A. Surface water and subsurface ground water shall be prevented from entering excavations, from ponding on prepared subgrades, and from flooding PROJECT site and surrounding area.
- B. Subgrades and foundation soils shall be protected from softening and damage by rain or water accumulation.
- C. All excavations must be kept free of water below the subgrade of the work while work is in progress. This may be accomplished by ordinary pumping methods or by well points, whichever will produce the required results. The Contractor shall obtain all necessary dewatering permits at no additional expense. Upon removal of dewatering equipment, the Contractor shall backfill all holes and restore disturbed areas to their original condition.
- D. Dewatering for the structures and pipelines shall commence when groundwater is first encountered and shall be continued until such time as backfill has been completed. No concrete or pipe shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Groundwater shall not be allowed to rise around the pipe until the trench is backfilled.
- E. The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. No water shall be drained into work built or under construction without prior consent of the ENGINEER. Water shall be disposed of in such a manner as not to be a menace to the Public Health.
- F. In the event the Contractor's dewatering operations affect any water supplies within the PROJECT area, the Contractor shall take whatever steps required in providing uninterrupted water service.
- G. The Contractor shall remove any siltation deposits in storm sewer systems, resulting from his dewatering or construction operations.
- H. Contractor shall be responsible for conveyance of dewatering flows and for erosion and sediment control in conformance with local and state requirements.
- I. The cost associated with dewatering operations shall be included in the appropriate price bid. No extra compensation will be allowed.
- J. Contractor shall be responsible for obtaining well permits for dewatering and shall meet all applicable requirements. Contractor shall also obtain all necessary discharge permits as required for dewatering and for erosion and sediment control and shall comply with the requirements of all agencies having jurisdiction thereof.

3.8 SHEETING, SHORING AND BRACING

- A. The Contractor shall furnish and install all sheeting, shoring and bracing and other protective systems necessary to insure safe working conditions, to prevent subsidence of earth and caving embankments, and to prevent injury and death as well as damage to public and private property and structures. The Contractor is responsible for obtaining proper design of such protective systems. The Contractor shall employ an on-site "Competent Person" as defined by OSHA 1926.650 (b), who is responsible for, but not limited to: the locations and protection of underground installations; recognize and control hazards due to water accumulation; daily inspections of excavations, adjacent areas and protective systems; determine the impact of distress and/or surcharge loads and adjust the protective systems accordingly.
- B. Sheeting, shoring and bracing and other protective systems shall be removed as backfilling progresses, except at such locations as the ENGINEER may direct or approve it to be left in place.
- C. The conditions of all excavations made by the Contractor shall be the responsibility of the Contractor. No extra compensation will be allowed for property damage, injury or loss of time, due to excavation slides or cave-ins at any time under any circumstances.
- D. The Contractor shall cut off any sheeting left in place, at least eighteen (18") inches below finished grade, and shall remove the material cut off without compensation.
- E. Where necessary, in quicksand, soft ground, or for the protection of any structure or property, sheeting shall be driven to such depth below the bottom of the trench as may be required to protect all existing and/or proposed work.
- F. The cost for furnishing, placing and removal of sheeting, shoring or bracing shall be included in the prices bid.
- G. A trench box is an acceptable alternative for pipeline installation to sheeting, shoring or bracing providing such boxes conform, to safety codes and work is monitored by the Contractor's "Competent Person".

3.9 SUITABLE BACKFILL

All suitable materials removed from the excavation shall be used for backfill and/or subgrade replacements of unsuitable materials. No excavated material shall be wasted without permission of the ENGINEER. As material is excavated it shall be separated into suitable and unsuitable material stockpiles for reuse or disposal as the case may be. No payment for select backfill under contingencies will be approved until all suitable soils from excavations have been expended.

3.10 APPROVAL OF SUBGRADE

- A. Notify ENGINEER when excavations have reached required subgrade.
- B. Proof roll subgrade areas to receive bituminous paving with a fully loaded tandem axle dump truck or equal load as approved by the testing agency in the presence of the ENGINEER or his representative prior to compaction. The contractor shall remove all subgrade soils where pumping occurs.
- C. When ENGINEER determines that unforeseen unsatisfactory soil or soft areas are present, continue excavation and replace with compacted backfill or fill material as directed. Provide penetrometer testing for structural subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the ENGINEER at no additional cost.

3.11 VERIFICATION OF SOIL BEARING CAPACITY

The Contractor shall be responsible for testing of the available soil bearing capacity below the foundation of any structure. He shall arrange for such testing by an independent agency approved by the ENGINEER. The Contractor shall pay the agency for at least two (2) three (3)-foot deep penetrometer tests and subsequent bearing capacity evaluation as specified on the drawings per 1000 S.F. area, minimum one (1) per individual structure or basin. If the required value as stated in the structural notes is not reached, the Contractor shall compact the subgrade by means of vibratory rollers and pay and arrange for retesting until the required values are met.

3.12 UNAUTHORIZED EXCAVATION

Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the ENGINEER. Fill unauthorized excavations under other construction as directed by the ENGINEER.

3.13 FILL AND EMBANKMENT

- A. Contractor shall furnish and place, within the prices bid and at no additional cost to the OWNER, all structural fill to meet the construction requirements of the Contract Documents. Only material meeting the specifications will be approved for use. Contractor shall dispose of excess material off site within prices bid.
- B. Structural Fill and Embankment
 - 1. Structural Fill and Embankment for roadways, embankment, and structures shall be constructed of friable, compatible material from excavation or borrow. The material shall be free from debris, organic matter or excessive amounts of clay. Soils shall be classified as SM and/or SC (Unified Soils Classification).
 - 2. Structural fills shall be constructed in loose layers not exceeding eight (8") inches loose thickness for the full width of the cross section. Construction shall proceed in such manner as to keep all areas free-draining, without ponding of water.

Construction shall be suspended when satisfactory results cannot be achieved on account of wet or freezing weather.

3. Each layer of fill or embankment shall be compacted to not less than ninety-five (95) percent of maximum density as determined by ASTM D 698, by means of multiple-wheel pneumatic tired rollers, vibratory rollers or other approved types, unless otherwise noted.
4. Compacting shall be continued until the required compaction has been achieved. Displacement of soil under or ahead of the roller shall be sufficient evidence that required compaction has not been achieved.
5. Fills and embankments shall be carried to the finished grades shown, less the necessary allowance for pavement, topsoiling, etc. Fine grade all areas prior to construction of finishing courses.
6. Frozen materials shall not be placed in fills and embankments. Any materials which freeze after being placed shall not be covered over until it has completely thawed.
7. Embankment and fill material which may be lost or displaced as a result of natural causes such as storms, cloudbursts, etc., shall be replaced by the Contractor with acceptable material at no additional cost to the OWNER.

3.14 EXCAVATION FOR STRUCTURES

- A. Excavate for structures, walls, foundations, footings, etc., to the depth and width required for construction and stripping of forms. Structural excavation shall consist of the excavation of all earth, rock, boulders, existing concrete and masonry foundations and walls, and all other materials encountered regardless of type, which the Contractor may encounter. No extra compensation will be allowed for excavation greater than 3'0" outside the most exterior point of the structure.
- B. The sides of the excavation shall be practically plumb and shall not be sloped unless approved in writing by the ENGINEER. Sides shall be supported or sheeted as required to protect pavement surfaces, curbing, utilities, structures, etc., and required for safety. Safety regulations shall be as required by State safety codes and OSHA. Refer to Sheeting, Shoring, and Bracing of this Section.
- C. In paved areas, the Contractor shall remove the paving only as necessary for the excavation of the structure or as detailed. Pavement edges at the structure shall be saw cut neat, straight, and to the full depth of paving prior to the start of any excavation. Should the Contractor disturb or damage pavement for a greater width than detailed on the drawings or should pavement damage result from cave-ins, settlement, etc., the Contractor shall replace such paving at his own expense.
- D. In non-paved areas, strip surface vegetation and suitable topsoil and place in stock piles which are separated from the trench excavated materials. Topsoil shall not be used for general trench refill.
- E. Should work be stopped for any reason and any excavation is left open for an unreasonable length of time, the Contractor shall refill the excavation at his own expense if so directed by the ENGINEER, the Inspector or the OWNER. He shall not reopen the excavation until he is ready to complete the facility. Should the Contractor refuse or fail to refill any excavation completely within forty-eight (48) hours, or immediately if it poses a safety hazard, after a proper notice has been given by the ENGINEER or Inspector, the OWNER

shall be authorized to do the work. The resulting expenses shall be deducted from monies due the Contractor.

- F. The Contractor shall complete excavation as nearly as practicable to the depths of the structure to be installed as detailed. All cavities in the bottom of the excavation shall be filled to the required level with compacted crushed stone or gravel. Unless the cavities have been made on direction of the ENGINEER and classified as "Excavation Below Subgrade" for unsuitable material, no extra compensation shall be due the Contractor.
- G. Excavated materials shall be graded, hauled, stored and protected as such material found suitable will be required for backfilling, or other purposes. Material classified as unsuitable shall be disposed of by the Contractor at the end of the PROJECT at a location approved by the ENGINEER. Hauling of excavated materials for any purpose shall not entitle the Contractor to additional compensation. Only those excavated materials designated by the OWNER shall become property of the Contractor.
- H. All stockpiled materials shall be placed in such a way to prevent damage to the structures, drainage areas or private property. Excavated materials shall not be placed on private property, unless written permission is obtained from the property owner by the Contractor.
- I. The Contractor shall remove, relocate or protect all structures including but not limited to signs, mailboxes, overhead and buried utilities and other structure in the path of work as required for construction whether shown on drawings or not. No extra compensation will be allowed for property damage, injury or loss of time due to obstructions encountered that are not shown on the plans.
- J. The Contractor shall be responsible for any damage to curb, gutter, sidewalk, traffic control devices, pavement material, pavement markings and lawns. Any damage resulting directly or indirectly during construction shall be replaced in kind by the Contractor without additional compensation. The reuse of disturbed curb, gutter or sidewalk is prohibited. New sections shall be installed to the nearest undisturbed joint. Cost for replacement shall be included in the appropriate price bid.

3.15 BACKFILL FOR STRUCTURES

- A. Backfill around structures with suitable material from the excavation to the original surface grades shown on the plans or defined by the ENGINEER. If additional material is needed to backfill around the structure, Special Off-Site Backfill approved by the ENGINEER shall be furnished and placed by the Contractor within the lump sum price bid.
- B. No backfill shall be placed against new concrete or masonry structures until properly cured.
- C. Backfill shall be placed in eight (8") inch loose layers and compacted by mechanical tampers or other approved methods. Compaction shall conform to the requirements for compaction already set forth in this specification.
- D. The Contractor shall exercise caution in backfill and compaction to prevent damage to structures.

3.16 TEMPORARY REPAVING

- A. The Contractor shall furnish, place and compact two (2") inches of cold patch as temporary pavement surface over all backfill areas created for pipeline and structure installation located in roadways or driveways. This surface shall be maintained by the Contractor until permanent surface restoration has been performed.
- B. Should the Contractor remove existing pavement beyond the width specified or detailed on the plans, or should pavement be disturbed from settlement, slides or other construction activities, he shall saw cut back the pavement and provide temporary paving in these areas.
- C. In all other areas over which the Delaware Department of Transportation exercises jurisdiction, all pavement restoration shall be done in accordance with the permit requirements of the agency.

3.17 GRADING

A. PREPARATION

- 1. Prepare subsoil surface for finish grading by dressing and shaping to provide for uniform placement of topsoil or other surface as specified.
- 2. Cut and fill to within 0.2 foot of the correct subgrade elevations. Set elevation to top of subgrade under paved areas to bottom of the pavement base. Set elevation of the top of subgrade under areas to receive topsoil, 4 inches below finished grades.
- 3. Furnish additional material required for rough grading, backfill or fill.
- 4. Remove surface rock or other foreign objects exceeding two (2") inches in greater dimension. Dispose of such rock and debris in a lawful manner off-site.
- 5. Provide smooth transition between existing adjacent grades and new grades.

B. PERFORMANCE

- 1. Placement of Topsoil: Place topsoil over areas indicated for new grading contours. However, before topsoil construction work in these areas shall have been completed. Observe precautions as follows:
 - a. Do not place topsoil over areas indicated to receive paving or sidewalk.
 - b. Do not work topsoil or liner material while frozen or wet. Do not work materials in a dusting condition, but moisten same to prevent a dust nuisance.
 - c. Scarify subsoil to a depth of two (2") inches for bonding topsoil with subsoil.
 - d. On sloped areas, work topsoil or liner material into subsoil to blend so as to eliminate any semblance of slip-planing between the two soils, but leave a sufficient cover of topsoil to insure seed germination. Perform such blending of soils by ridging or serrating the subsoil on the slopes.
 - e. Place topsoil as needed for dressing-up minor depressions due to settling and erosion and to eliminate any other minor irregularities.

2. Finished Elevations and Lines of Grassed Areas: Grade topsoiled areas of the site to within a tolerance of one (1) inch of the elevations and lines indicated and in accordance with the following.
 - a. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.
 - b. Establish finish grade of topsoil $\frac{1}{2}$ to $\frac{3}{4}$ inches below top of abutting walks or paving to provide positive drainage of same
 - c. Place and grade topsoil to a depth not less than four (4") inches nor greater than twelve (12") inches.
 - d. Compaction: Compact finish grades as the final operation using a light roller weighing not over 120 pounds per foot-width of roller.
 - e. Tillage: Till finish graded soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work and till soil to a two inch depth minimum.
 - f. Seed and mulch in accordance with the Surface Restoration and Paving sections and the PROJECT plans and details.

3.18 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Compaction and Density testing shall be coordinated by the Contractor with the ENGINEER and performed by an independent testing agency approved by the ENGINEER. The Contractor shall pay the testing laboratory for all tests performed inclusive of sample collection, preparation and transportation. Whenever test results indicate compaction densities less than specified, the Contractor shall, at his own expense, secure the specified compaction and subsequent retesting with methods approved by the ENGINEER. The testing agency, employed by the Contractor, shall submit a copy of all testing reports directly to the ENGINEER. Each report shall contain the PROJECT identification name and number, name of Contractor, name of testing agency, and location of sample tested by station, location and depth as minimum. All test locations shall be as approved or required by the ENGINEER.
- B. Perform in-place density tests according to ASTM D 1556 (sand cone method) ASTM D 2167 (rubber balloon method) or ASTM D 2937 (drive cylinder method), as applicable. A copy of each test shall be forwarded to the ENGINEER within seventy-two (72) hours of testing.
 1. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
- C. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the ENGINEER.
- D. Footing Subgrade: At footing subgrades, perform at least one (1) test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing

subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to the ENGINEER.

- E. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, perform at least one (1) field in-place density test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three (3) tests.
- F. Foundation Wall Backfill: In each compacted backfill layer, perform at least one field in-place density test for each 100 feet or less of wall length, but no fewer than two tests along a wall face.
- G. Trench Backfill: In each compacted initial and final backfill layer, perform at least one (1) field in-place density test for each 200 feet or less of trench, but no fewer than two (2) tests.
- H. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.
- I. Contractor shall excavate previously backfilled areas upon request for field in-place density tests below the surface as directed by the ENGINEER.

3.19 MISCELLANEOUS EXCAVATION AND BACKFILL

- A. The Contractor shall do such miscellaneous excavation as may be necessary or directed. Such excavation shall be subject to the same conditions and requirements as specified for trench excavation.
- B. Miscellaneous Excavation shall include the digging of test pits, extra width of trench beyond the specified trench payment width made necessary by change in its alignment, or excavation for any special structures outside the trench that may not be shown on the drawings or described in the specifications, where such excavation is done at the direction of the ENGINEER.
- C. Test pits shall be dug by the Contractor whenever directed to determine location, depth or materials of existing utilities. The depth and size of test pits shall be such as required by the ENGINEER.
- D. Test pits shall also be dug by the Contractor, as authorized by the ENGINEER, along the lines of the trenches as shown on the drawings in advance of the excavation, or prior to use of mechanical moles, for the purpose of satisfying himself as to the location and elevation of underground obstructions or conditions where such test pits are due within the limit of the trench excavation, no additional compensation shall be made. Test pits dug beyond the specified limits of excavation shall be paid under this bid item.
- E. Test pits dug which are noted on the PROJECT plans or in advance of pipe laying operations to verify utility locations or additional excavation required to use sheeting or trench boxes shall be included in the prices bid in the proposal. Additional test pits required shall be paid under the contingency bid item for such excavation; the Contractor shall be responsible for ensuring the Inspector or OWNER's representative is present to perform measurement of sub-excavation in order for the Contractor to qualify for such payment.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep newly graded areas free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace material to depth directed by the ENGINEER; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the PROJECT correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Disposal: Remove surplus soil and waste material, including unsatisfactory soil or excess satisfactory material, trash, and debris, and legally dispose of it off the OWNER's property.

3.22 INSTALLATION OF DETECTABLE WARNING TAPE

Pipeline detectable warning tape shall be installed continuously above all underground utilities including water mains and service lines, or other utility which may be installed or distributed as part of this PROJECT. Detectable tape of the color and label required by the particular utility shall be installed in two (2) places, twelve (12") inches above the pipe and twelve (12") inches below the ground surface or as recommended by the tape manufacturer. Detectable tape shall be a minimum of two (2") inches wide and be imprinted with the words "Warning! Underground (Utility Type) Below" continuously along the tape. Provide tape colors to utilities as follows:

- A. Red: Electric power lines, cables, conduit and lighting cables
- B. Yellow: Gas, oil, steam, petroleum or gaseous materials
- C. Orange: Telephone, communications, alarm or signal lines, cables or conduit
- D. Blue: Potable Water systems
- E. Green: Sewer and stormwater systems

END OF SECTION

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NOT FOR BIDDING PURPOSES

SECTION 31 25 00

EROSION & SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide necessary equipment, labor and supplies for erosion and sediment control throughout PROJECT. Work consists of grading of site, providing silt fence, and other necessary measures required for effective control. Sediment and erosion control work shall be as indicated on drawings and in compliance with applicable requirements of the governing authorities having jurisdiction. The receipt of a proposal by a bonafide BIDDER shall be interpreted to mean the Contractor has familiarized himself with these Regulations and Rules of Procedure and is fully cognizant of exactly what is required.

1.2 SUBMITTALS

- A. Erosion and Sediment Control Schedule.
 - 1. At pre-construction conference or prior to start of actual construction, submit for acceptance, schedules for accomplishment of temporary and permanent erosion control work. Submit schedule for each of the following procedures: Clearing and grubbing, grading, facilities construction, paving, and surface restoration. No work shall be started until erosion control schedules and methods of operation have been approved.
 - 2. Schedule should be prepared on Contractor's letterhead. Send original and one (1) copy to OWNER.

1.3 EXECUTION

- A. Throughout the duration of the PROJECT, control erosion and minimize siltation to rivers, streams and impoundments. Control shall include, but is not limited to the use of berms, dikes, dams, sediment basins, sediment traps, filters, fiber mats, netting, gravel or crushed stone, mulch, grasses, slope drains, and other methods. Erosion and sediment control measures as described herein and on the drawings shall be applied to erodible materials exposed by any PROJECT activity.
- B. Coordinate erosion and sediment control measures with the construction of the permanent drainage facilities which shall be constructed prior to the grading operation to assure economical, effective and continuous erosion and siltation control.
- C. Dress, prepare, and seed slopes immediately following the completion of each portion of work and immediately following suspension of grading operations.
- D. Fill slopes shall be dressed, prepared and seeded as the embankment proceeds to the extent needed to stop erosion and sedimentation.

- E. The Contractor shall incorporate permanent erosion control features into the PROJECT at the earliest practicable time. Temporary erosion control measures shall be used to correct. Conditions that develop during construction that were not foreseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction practices that are not associated with permanent control features of the PROJECT.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 33 31 00

SANITARY SEWERAGE

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor shall furnish all material and labor necessary to construct the pipelines and all required appurtenances at the locations and to the lines, slopes and elevations shown on the Drawings or designated by the ENGINEER. The contractor shall supply all necessary adaptors for connections to existing mains.

1.2 SUBMITTALS

- A. The Contractor shall submit six (6) copies of detailed materials listings and dimensional drawings for each size and type of valve, manholes, specialty, and appurtenances furnished.
- B. Submit six (6) copies of manufacturer's certifications to the ENGINEER that all pipe, fittings, and joints are as specified herein.
- C. Submit stakeout line and grade data to the ENGINEER.
- D. Submittals shall be in accordance with Section 01 33 00 - Submittals.

1.3 JOB CONDITIONS

- A. Existing Utilities: Locate existing underground utilities in the areas of work. Call "Miss Utility of Delmarva" (1-800-441-8355) and the OWNER and ENGINEER for assistance in locating existing utilities. If utilities are to remain in place, provide adequate means of protection during construction.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during work, consult ENGINEER immediately for directions as to procedure. Repair damaged utilities that are to remain in service.

1.4 PERMIT AND FEES

Comply with requirements regarding permits, fees, construction methods, inspection, approval, etc., of governing bodies having jurisdiction.

PART 2 - PRODUCTS

2.1 BURIED DUCTILE IRON PIPE AND FITTINGS

- A. Buried ductile iron pipe shall be manufactured in accordance with ANSI/AWWA C-151/A21.51, latest edition and shall be minimum thickness Class 50 unless otherwise noted.
- B. Where called for on the drawings, piping shall have restrained joints. Acceptable restrained

joints are as follows:

1. TR Flex by U.S. Pipe, Birmingham, Alabama.
 2. Super Lock by Clow, Oak Brook, Illinois.
 3. Mechanical joint with retainer glands and auto-torque screws by Standard International, Jacksonville, Florida.
 4. Approved equal.
- C. Where restrained joints are not required mechanical joints shall be provided. Joints shall be in conformance with the applicable requirements of ANSI/AWWA C 111/A21.11, latest edition. Joints shall be assembled in accordance with the manufacturer's recommendations.
- D. Buried Pipe and fittings shall have standard internal and external asphaltic coating approximately one (1) mil thick, per AWWA C-151.
- E. Buried service pipe and fittings shall have an internal cement lining in accordance with latest revision of ANSI/AWWA C104/A21.4 and ANSI/AWWA C110/A21.10, with the minimum thickness of cement mortar lining being 1/16-inch.
- F. All fittings and specials shall be ductile iron and shall be mechanical joint with a 350-psi pressure rating conforming to ANSI/AWWA C153/A21.53 and C111/A21.11. Wall thickness shall be equal to class 56 ductile iron pipe.

2.2 EXPOSED DUCTILE IRON PIPE AND FITTINGS

- A. Exposed ductile iron pipe shall be flanged, Class 53 and be manufactured in accordance with ANSI/AWWA C115/A21.15, latest edition.
- B. Exposed pipe and fittings shall have standard external asphaltic coating approximately 1 mil thick. Pipe and fittings shall have an internal cement lining in accordance with the latest revision of ANSI/AWWA C104/A21.4 and ANSI/AWWA C110/A21.10, latest edition.
- C. All exposed fittings and specials shall be cast or ductile iron with a 350-psi pressure rating and marked in conformance with ANSI/AWWA C110/A21.10, latest edition. Flanges shall be Class 125 in accordance with ANSI B16.1.

2.3 POLYVINYL CHLORIDE PRESSURE PIPE AND FITTINGS

- A. Polyvinyl Chloride (PVC) pipe, used for pressure pipe applications, shall equal or exceed the requirements of one of the following as applicable: 1) AWWA C900/C905 and shall have a minimum dimension ratio (DR) of 18. It shall be manufactured in standard lengths not exceeding 20 feet. It shall have outside diameters equal to cast iron pipe. The pipe shall be rated for a working pressure of at least 150 psi.
- B. PVC pipe with integral bell by plain end design shall be connected by push-on method and shall utilize an elastomeric O-ring gasketed joint, that meets or exceeds the requirements of ASTM D 3139 and F477.

- C. All fittings for PVC pipe shall be compact ductile iron. They shall be mechanical joint with a 350 psi pressure rating conforming to ANSI/AWWA C-153/A21.53 and C-111/A21.11. Inside of fittings shall be cement lined with a bituminous seal coat in accordance with ANSI/AWWA C104/A21.4.
- D. The Contractor shall provide all necessary adaptors for connecting PVC pipe to cast iron fittings, valves or other pipelines. Adaptors shall be recommended by the pipe manufacturer. Adaptors shall be rated for a working pressure of at least 200 psi. Cost for furnishing and installing adaptors shall be included in the unit prices bid for pipe installation.
- E. Polyvinyl chloride pipe shall be delivered and stockpiled in unit pallets and stored on a flat surface. No stacking of pallets above 5 feet in height will be allowed. If pipe is stockpiled for more than 30 days prior to installation in the trench, it must be suitably covered with reflective materials to protect the pipe from ultra-violet rays emanating from sunlight. Do not use plastic sheets. Allow for air circulation under covering.
- F. Cracked, crazed or deformed sections of pipe will be unacceptable and will not be permitted for installation on this PROJECT. Bowed sections of pipe will be unacceptable and installation of pipe which has bowed, whether or not the bow has been corrected, will not be permitted for installation on this PROJECT.

2.4 Sewer Manhole Frames and Covers

Frames and covers for manholes shall be set by the Contractor as the work progresses. The frame shall be well bedded in mortar. Frames and covers shall be East Jordan Iron Works (EJIW) Model No. 1545Z or 1545Z1 or approved equal, containing the words "SANITARY SEWER". Material for frames and covers shall be in accordance with standard specifications for gray iron castings ASTM A-48 for Class 30. Minimum weights shall be 240 lb for frames and 165 lb for cover. Manhole covers shall include two (2) one (1") inch pickholes. Watertight or bolted covers shall be provided where noted.

2.5 COUPLINGS

- A. The pipe couplings and expansion joints shall be of a gasketed, sleeve-type, with diameter to properly fit the pipe. They shall consist of ductile iron followers and middle end rings, rubber-compound gaskets, and sufficient stainless-steel bolts to properly compress the gaskets.
- B. Ductile iron shall meet ASTM A536. Gaskets shall meet ASTM D-395.
- C. The middle ring and follower of the coupling shall be true circular sections free from irregularities, flat spots, or surface defects. The follower-ring section shall be of such design as to provide confinement of the gasket.
- D. The gaskets of the coupling shall be composed of a crude or synthetic rubber base compounded with other products to produce a material which will not deteriorate from age, from heat, or exposure to air under normal storage conditions. It shall also possess the quality of resilience and ability to resist cold flow of the material so that the joint will remain sealed and tight indefinitely when subjected to shock, vibration, pulsation, and temperature or other adjustments of the pipeline.

E. The couplings shall be rated for 200 psi working pressure. A sworn certificate of inspection and testing shall be furnished by the manufacturer.

F. Transition couplings shall be style FC2A as manufactured by Ford Meter Box Company, Wabash, Indiana, or Style 253 by Dresser, Inc or approved equal. Couplings shall be sized for the specific application and installed per the manufacturer's recommendations.

2.6 PLUG VALVES

- A. Valves shall be of the non-lubricated eccentric type with an elastomer covering on all seating surfaces. The elastomer shall be suitable for the service intended. Flanged valves shall be manufactured in accordance with ANSI B16.1 Class 125/150, including facing, drilling and flange thickness. Mechanical joint ends shall be in compliance with AWWA/ANSI C-111-92. Ports shall be round with a minimum of 81% port area on sizes 2 ½" through 12" to facilitate "pigging" if required. Valves 14" and larger shall be of a rectangular port design with a minimum of 81% port area.
- B. Unless otherwise indicated, valve bodies shall be of ASTM A-126 Class B cast iron in accordance with AWWA C-504-87 Section 5.2.1. Valves 3" and larger shall be furnished with a welded-in overlay seat of not less than 90% nickel in accordance with AWWA C-507-85 Section 3.2.3.5. Sprayed, plated or screwed-in seats are not acceptable.
- C. Plugs shall be of ASTM A-536 Grade 65-45-12 in compliance with AWWA C-504-87 Section 2.2.2. The plugs shall be one-piece solid construction with PTFE thrust bearings on the upper and lower bearing journals to reduce torque and prevent dirt and grit from entering the bearing and seal area.
- D. Valves shall be furnished with replaceable sleeve type bearings conforming to AWWA C-504-87, Section 3.6.1 and AWWA C-507-85, Section 3.2.4. Bearings shall be of sintered, oil impregnated type 316 stainless steel ASTM A-743 Grade CF-8M. Valve shaft seals shall be of the "U" cup type in accordance with AWWA C-504-87, Section 3.7.2. Seals shall be self-adjusting and repackable without removing the bonnet from the valve.
- E. Wrench operated valves 2 ½"-4" shall be capable of being converted to worm gear or automated operation without removing the bonnet or plug from the valve. All valves 6" and larger shall have worm gear operators as a minimum and automatic operators where indicated. All wrench operated valves and buried service valves shall be equipped with a 2" square nut for use with removable levers or extended "T" handles. Provide geared handwheel operators unless otherwise indicated.

Worm gear operators shall be of heavy duty construction with the ductile iron quadrant supported on the top and bottom by oil impregnated bronze bearings. The worm gear and shaft shall be manufactured of hardened steel and run on high efficiency roller bearings.

Valves shall be designed and manufactured to shut off bubble tight at 175 psi for valves 2 ½" through 12" and at 150 psi for valves 14" through 36".

Each valve shall be given a hydrostatic and seat test with the test results being certified when required by the customer. Certified copies of Proof-of-Design test reports shall be

furnished as outlined in AWWA C-504-87, Section 5.2.4 when requested.

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Plug valves shall be Millcentric Series 601/600 as manufactured by Milliken Valve Company of Bethlehem, Pennsylvania, or equal.

- F. Install in manufacturer's recommended position.
- G. Valve opening and closing speeds shall be carefully selected to assure proper operation of other system components working in conjunction with the valve. It shall be the Contractor's responsibility to coordinate between all subcontractors and suppliers for a fully integrated control system.

2.7 MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE

- A. Mechanical joint restraint shall be incorporated into the design of the follower gland. The restraint mechanism shall consist of multiple individually actuated gripping surfaces to maximize restraint capability. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80.
- B. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of latest version. Twist off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices.
- C. The restraining glands shall have a pressure rating equal to that of the pipe on which it is used. The restraining glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. Restraint for DIP pipe and fitting shall be EBAA Iron Mega Lug Series 1100 or approved equal.

2.8 CUSHIONED SWING TYPE CHECK VALVES

- A. The valve shall have a heavy duty body and be constructed of high-strength cast iron conforming to ASTM A126 Class B with integral flanges, faced and drilled per ANSI B16.1 Class 125 and be suitable for horizontal or vertical installation.
- B. The valve body shall be the full waterway type, designed to provide net flow area not less than the nominal inlet pipe size when swung open no more than 25 degrees. The valve shall have a replaceable stainless steel body seat.
- C. The valve disc shall be cast iron and faced with a renewable resilient seat ring of rubber or other suitable material, held in place by a follower ring and stainless steel screws.
- D. The disc arm shall be ductile iron or steel, suspended from and keyed to an austenitic stainless steel shaft which is completely above the waterway and supported at each end by heavy bronze bushings. The shaft shall rotate freely without the need for external lubrication. The shaft shall be sealed where it passes through the body by means of a stuffing box and adjustable packing. Simple O-ring shaft seals are not acceptable.
- E. The valve shall be supplied with an outside lever and adjustable counterweight to initiate valve closure. Final closure shall be dampened by means of a single, side-mounted bronze air-cushion assembly directly mounted to the valve body on machined pads. The amount of cushioning shall be easily adjustable without the need for pre-charged air chambers. Commercial air cylinders which pivot and/or are attached with fabricated brackets are not acceptable.

- F. The manufacturer, if required by the Engineer, shall submit design calculations of principal component stresses to substantiate the integrity of the valve for the working pressure involved.
- G. Upon the pump shut-down, the valve's counterweight shall initiate the valve closure at an unrestricted rate until the valve disc reaches the pre-selected point of closure. From this point to the final seated position the valve shall close at a controlled rate of speed. The point at which the adjustable closing speed occurs may be modified in the field. The closing speed shall also be adjustable in the field, and shall be by way of a micrometer type needle valve.
- H. The valve when closed shall be tight seating by way of a resilient replaceable seat against a bronze seat ring in the body.
- I. The valve shall be APCO CVS-250/250A as manufactured by DeZurik of Sartell, Minnesota or equal.
- J. The valve Manufacturer shall be responsible for ensuring the check valve opens fully across the entire range of minimum and maximum flow rates the respective pump is capable of producing, including any low flow rates produced in association with pump operation via a VFD. Valve shall completely close when its respective pump is not energized. Valve Manufacturer shall adjust the quantity, size, and placement of counterweights as needed to meet this specification. Capacity and head ranges shall be supplied by the pump Manufacturer, Contractor to coordinate.
- K. The valve shall be equipped with a limit switch per Division 16 and the electrical drawings.

2.9 PIPELINE DETECTION TAPE

Furnish and install pipeline detection tape as specified in Section 31 23 00 - Excavation & Fill.

2.10 THRUST RESTRAINT

Thrust restraint for all pressure and basin drain piping shall be accomplished by approved mechanical restraining joints where noted, or by thrust blocks as shown on the details. Restraint mechanisms shall be based upon a 1500 psi internal hydrostatic pressure and a 2000 pounds per square foot (psf) soil bearing pressure. Restrained joints which require destruction of pipe or gasket for disassembly shall not be used. All thrust blocks shall use 3000 psi concrete and shall be installed against undisturbed earth.

2.11 PIPE SUPPORTS

- A. All piping shall be supported by pipe supports and hangers, base fittings, and/or concrete pedestals in accordance with standard practice and to the entire satisfaction of the Engineer. Provide thrust blocks where called for on drawings and in accordance with standard practice and satisfaction of Engineer.
- B. All necessary pipe supports shall be provided and installed wherever shown on drawings and as needed to provide a complete piping system.

- C. All supports shall allow for expansion and contraction of pipe materials.
- D. Adequacy of size, spacing and type of supports shall be subject to the Engineer's approval.
- E. Before starting fabrication of the ductile iron pipe and fittings, the Contractor shall submit line drawings showing the location, dimensions and schedule of all pipe fittings, hangers, supports and appurtenances.
- F. A detail drawing of all supports shall be submitted to the Engineer for approval prior to the installation of the piping.
- G. On the ductile iron piping system, concrete floor supports shall be provided where feasible. Where concrete piers are not feasible, floor supports shall be heavy duty welded steel pipe. All floor supports shall include adjustable saddles, complete with screw or jack allowing final fractional inch adjustment.
- H. Where underground pipes leave or enter a structure or building, the Contractor shall take precautions to provide adequate support for such pipe over the span between the structural walls and undisturbed soil bearings. A pipe joint shall be located within two (2) feet of all structures. This can consist of special reinforced concrete support beams laid below the pipe or adequately spaced timber or metal posts located below the pipe and carried down to undisturbed earth.

2.12 VALVE BOXES

- A. The Contractor shall provide each gate valve with a 5-1/4-inch diameter Buffalo type screw type valve box with "sewer" or "water" cast in the lids as appropriate. All boxes for 6-inch valves shall be equipped with #6 round base. Boxes for 8" valves shall be equipped with #8 round base 10 inch and larger valves shall be equipped with #160 valve box base. Valve boxes shall be adjustable between 2'-4" and 3'-4" except when deeper settings are required. Lids shall be extra deep and have two holes for removal of lid. Valve boxes shall be as manufactured by Mueller or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION OF SANITARY SEWER PIPE, FITTINGS AND APPURTENANCES

- A. Pipe, fittings, and appurtenances shall be installed per manufacturer's printed instructions. Care shall be taken to insure that no joints are made with uneven or rough edges. Pipeline deflection must be kept within the manufacturer's recommended deflection tolerance. Pipe and fittings shall be carefully handled and lowered into the trench. Special care shall be taken to insure that each length shall abut against the next in such a manner that there shall be no shoulder or unevenness of any kind along the inside of the pipe. Where the contractor proposes to deviate from the specified instructions, the proposed deviation shall be submitted for approval.
- B. All pipes shall be bedded on a solid foundation prior to backfilling. Before pipe is placed, the bottom of the trench shall be carefully shaped to fit the lower part of the pipe exterior with reasonable closeness for width of at least sixty (60) percent of the pipe width. Bell holes shall be dug sufficiently large to insure the making of proper joints and so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

No pipe shall be brought into position until the preceding length has been thoroughly bedded and secured in place. Any defects due to settlement shall be made good by the Contractor.

- C. Pipe and fittings shall be kept clean until final acceptance of the work. All open pipe ends shall be provided with mechanical plugs to keep dirt, water and other materials from entering. This plug shall be kept in place when actual pipe laying is not in progress.
- D. Excavation and backfill for pipes and appurtenances shall be in accordance with the applicable Sections of Division 2 of these specifications.
- E. The Contractor shall not install pipe on frozen or frost penetrated subgrade. When directed, the Contractor shall install pipe on artificial foundations. Such foundation may consist of gravel or concrete and shall be to the dimensions and in the manner directed by the ENGINEER. Refer to the applicable Sections of Division 2 of these specifications.
- F. Whenever a pipe requires cutting to fit into the line or to bring it to the required location, the work shall be done in a satisfactory manner so as to leave a smooth end perpendicular to the axis of the pipe. Field cut PVC pipe shall have a beveled edge before making the pipe joint.
- G. No welding or blocking will be permitted in laying any pipe unless by written order of the ENGINEER.
- H. Pipe laying shall not begin until all stakeout and cut sheets have been approved by the ENGINEER. Cut sheets for forcemains ≥ 4 " diameter shall be staked at 100' intervals in addition to each fitting and valve. Gravity sewer runs will be staked at 50', 100', then at 100' intervals.
- I. Contractor is responsible for obtaining any temporary construction easements required to complete all work specified in this section.
- J. Pipeline detectable tape shall be installed continuously along all water mains. The tape shall be installed 12 inches above the water main and 12 inches from the ground surface. The tape shall be Lineguard Type III Detectable Tape as manufactured by Lineguard, Inc. of Wheaton, Illinois, or equal. The tape shall be a minimum of two inches wide, blue in color, imprinted with the words, "CAUTION -- WATER LINE BELOW", and be capable of being detected with inductive methods.
- K. All concrete required to construct buttresses behind plugs, tees, bends and other fittings and anchorages beneath the vertical bends shall be placed as directed and/or as shown on the plans. The cost of concrete buttressing shall be included in the appropriate unit prices bid for pipe and fittings.

3.2 LAYING PIPE IN FREEZING WEATHER

- A. No pipe shall be laid upon a foundation into which frost has penetrated, nor at any time when the ENGINEER shall deem that there is danger of the formation of ice or the penetration of frost at the bottom of the excavation unless all required precautions as to the minimum length of open trench and promptness of backfilling are observed.

3.3 ARTIFICIAL FOUNDATION

- A. Whenever directed, the Contractor shall lay pipe upon an artificial foundation which he shall construct. Such foundation may consist of gravels; sills, planks, or other timber construction, or of concrete; all to be of the form and dimensions and placed in the manner required by the ENGINEER.

3.4 INSTALLING FITTINGS, AIR VALVES, FORCEMAIN CLEANOUTS, PLUG VALVES AND VALVE BOXES

- A. Fittings, air valves, force main cleanouts, plug valves and valve boxes shall be placed along the mains per the details and specifications at the locations indicated on the drawings or where otherwise designated by the ENGINEER.
- B. A valve box shall be carefully placed over the bonnet of each gate valve with the top at the finished surface of the street, sidewalk or at such other elevation as the ENGINEER shall direct. It shall be set exactly plumb. In tamping the backfill around the box special care shall be taken to keep the box plumb and to have it firmly supported on four 4-inch thick solid concrete blocks so as to avoid settlement. Any box which is found out of plumb, or which is not firmly supported, shall be excavated and reset in a satisfactory manner, at the Contractor's expense. Valve boxes shall not come in contact with the valve or the water main.

3.5 TESTING

A. GENERAL:

1. Contractor shall furnish all labor, tools, materials, and equipment, including water, pumps, compressors, stopwatch, gauges, and meters, subject to the approval of the ENGINEER for testing in accordance with these specifications. Water for testing shall be of potable quality.
2. The ENGINEER shall be notified a minimum of forty-eight (48) hours in advance of all tests, and all test and leak tested shall be conducted in his presence and to his entire satisfaction.

B. All pressure pipes shall be pressure tested as follows:
(Applies to all basin drain lines, all force mains, and all water pipes).

1. The Contractor shall furnish all equipment, labor and materials, including water, pumps compressors, stopwatch, gauges, and meters as approved by the ENGINEER for testing. The ENGINEER shall determine the amount of main to be tested at any one time and reserves the right to separate the installation into several test sections. All tests must be witnessed by the ENGINEER or OWNER. Forty-eight (48) hour advance notice shall be provided prior to testing.
2. Pressure Test - After the pipe has been laid, all newly laid pipe or any valved section thereof, shall be subjected to a hydrostatic pressure of 125 psi:
 - a. Test pressure shall:
 - i. Be of at least two (2) hour duration.

- ii. Not vary by more than \pm five (5) psi.
- b. Pressurization: Each valve section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under the test corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the ENGINEER.
- c. Air Removal: Before applying the specified test pressure, air shall be expelled completely from the pipe, valves and hydrants. If permanent air vents are not located at all high points, the Contractor shall install corporation cocks at such points, so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test all corporation cocks shall be removed and plugged, or left in place as instructed by the ENGINEER.
- d. Examination. All exposed pipe, fittings, valves, and joints shall be examined carefully during the test. Any damage or defective pipe, fittings, or valves that are discovered following the pressure test shall be repaired or replaced with same material and the test shall be repeated until it is satisfactory to the ENGINEER.

C. Leakage Test

A leakage test shall be conducted concurrently with the pressure test and shall follow the requirements of AWWA C605, latest edition.

- 1. Leakage Defined. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or at any valved section thereof, to return pressure to the beginning specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
- 2. Allowable Leakage. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$Q = \frac{LD\sqrt{P}}{148,000}$$

Where:

Q = quantity of makeup water, in gallons per hour

L = length of pipe section being tested, in ft

D = nominal diameter of the pipe, in in.

P = average test pressure during the hydrostatic test, in pounds per square in. (gauge)

Note that HDPE mains shall be tested in accordance with all pressure pipe testing requirements; however, the length of HDPE pipe shall not be included in the length of rigid pipeline(s) in the allowable leakage equation above.

3. Allowable leakage at various pressure is shown in Table I (appearing after this Subsection)
 4. When air valves are in the test section, the test shall be made against the closed valve.
- D. Should the test show the main to be defective, the Contractor shall remedy such defects and retest the main as specified above. This procedure shall be repeated until the rest of the requirements are met.

TABLE I

Allowable Leakage per 1000 feet of pipeline * - gph
Nominal Pipe Diameter (inches)

Ave. Test Pressure psi	4	6	8	10	12	14	16	18
150	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49
125	0.30	0.45	0.60	0.76	0.91	1.06	1.21	1.36
100	0.27	0.41	0.54	0.68	0.81	0.95	1.08	1.22

*If the pipeline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size.

- E. Contractor shall provide and install all temporary blowoffs and pressure taps as required for testing.

3.6 ADJUSTMENT OF UTILITIES AT GRADE

Contractor shall adjust all valve boxes and other appurtenant utility items to finished grade prior to paving.

3.7 DEFECTS TO BE MADE GOOD

If, at any time before the final acceptance of the Contract or during the guarantee period, any broken pipes, or any defects, are found in the piping system, valve arrangement or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by the proper material and workmanship, without extra compensation for the labor and material required, even though such injury or damage may not have been due to any act, default, or negligence on the part of the Contractor. All materials shall be carefully examined by the Contractor for defects, just before placing, and any found defective shall not be placed.

END OF SECTION

APPENDIX

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES



**PERMIT
249187**



Tax Parcel Number: 5-33-05.00-0060.00

Site Evaluation Number: 568840

Pursuant to provisions of Title 7, Delaware Code, Chapter 60, permission is hereby granted to:

Delaware Division of State Service Centers

**1901 North DuPont Highway, Building Cd, New Castle, DE 19720
US**

to replace a component.

Construction must be completed on or before 05/14/2026 , one year from permit issuance date. Construction must be performed by a person duly licensed by Delaware DNREC for such activity.

All current regulations governing wastewater system installation shall be followed.

All attached permit conditions shall be complied with.

The applicant is responsible for obtaining all additionally required permits and approvals.

A handwritten signature in black ink, appearing to read "D. A. [unclear]".

5/17/2023

AUTHORIZED SIGNATURE

Date

NOT FOR BIDDING PURPOSES



PERMIT 249187



Tax Parcel Number: **5-33-05.00-0060.00**

Site Evaluation Number: **568840**

Conditions for both Owner and Contractor

§ 1 This system MUST be installed/repared by a licensed Class E System Contractor. The Contractor must call the Ground Water Discharges Section (GWDS) at (302) 739-9947 in Kent and New Castle Counties and (302) 856-4561 in Sussex County for system construction start-up authorization. The Contractor must call the GWDS for this authorization 24 hours prior to system construction start for Standard and I/A Systems and 72 hrs. prior for Large Systems. The Contractor must have an DNREC-approved permit copy on site during construction of this system.

§ 5 Connections and/or additions to the system other than what are proposed on the approved plot plan (s) are prohibited without prior approval from the Ground Water Discharges Section (GWDS).

§ 6 Roof downspouts, foundation drains, storm sewers, combined sewers or appurtenances thereto, or any sewer or device carrying or discharging either storm, surface, ground or cooling water, oil or water softener discharge shall not be connected to the system.

§ 20 The average daily discharge of this system is restricted to 2410 gallons per day. Changes to permitted system flow must be pre-approved by the GWDS and may require a new permit(s) to be issued.

§ 75 The advanced treatment unit shall be pumped at a minimum of once every three(3) years or more frequently as prescribed by the manufacturer's guidelines.

§ 81 The permittee must submit all updated contracts and inspection reports from the previous year by February 1st of each year to the GWDS. The GWDS will mail out reminders of this requirement.

§ 90 It is the responsibility of the Class E System Contractor, with cooperation of the property owner, to establish and make visible all property corners that define the property boundaries prior to system installation/inspection. Failure to comply with this condition may necessitate additional Inspection(s) and delay subsequent site approval.

§ 94 The proposed/existing septic tank(s) must be upgraded with risers(2) for each compartment finished to above grade and a GWDS-approved outlet filter. The above-grade access covers shall be watertight and secure from vandalism. The outlet filter should be removed, inspected, cleaned and replaced per manufacturer's recommendations.

Conditions for Contractor

§ 2 The Class E System Contractor shall notify the Class C Design Engineer and GWDS for a dual inspection prior to installation cover. Approval from both must be given prior to covering. The Engineer shall provide As-Built drawings within ten (10) days after system inspection.

§ 7 The drainfield area, either above or below grade, must be installed according to the cross section in the permit design plan(s). Any changes to system depth/height will require pre-approval from the Class D Soil Scientist, the Class C Design Engineer (if applicable) and the GWDS.

§ 12 There shall be no soil disturbance within the primary and spare absorption areas except the minimum required for system/component installation and/or repair.



PERMIT 249187



Tax Parcel Number: **5-33-05.00-0060.00**

Site Evaluation Number: **568840**

§ 24 It is the responsibility of the Class E System Contractor to verify that ALL isolation distances, as noted and approved in the permit, can be maintained. Furthermore, the contractor shall notify the Class B or C Designer/Engineer AND the GWDS if field conditions exist that prohibit the ability to maintain the approved isolation distances and/or requirements of the Regulations.

§ 48 Final Site Restoration must comply with Section 5.4.5.5 of the Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems.

§ 66 A construction report must be prepared by the Class E System Contractor and submitted to the GWDS within ten (10) days of system completion. This is to include any changes that require a post-construction "As-Built" drawing. "As-Built drawings detailing changes to engineered (pressurized) systems must be submitted by the Class C Engineer.

§ 73 The advanced treatment unit shall be operated and maintained per the manufacturer's guidelines.

§ 74 This system shall be installed under the supervision of the advanced treatment unit manufacturer's representative or by a Class E System Contractor who has been certified by the manufacturer for this system type.

§ 77 The Class E System Contractor shall comply with all Occupational Safety and Health Act (OSHA) regulations. OSHA regulations can be found at the website www.osha.gov or by contacting the U.S. Department of Labor.

§ 4 The Class E System Contractor shall contact a Class I Construction Inspector for an inspection prior to covering the installation and cap inspections for all New and Replacement gravity systems starting January 12, 2016. Approval for cover must be given by the Class I. For all Component Replacement and Repair permits the Class E System Contractor shall contact the GWDS for inspections until July 1, 2016 at which time the Class E shall contact a Class I for Inspection.

§ 10 All electrical connections shall be waterproof, corrosion-resistant and explosion proof where applicable. All electrical connections and components utilized in an OWTDS, at a minimum, must comply with all National and Delaware Electrical Codes (Admin Code, Title 24, §1400) per Section 5.4.6.2.1.5 of the regulations.

§ 13 The existing sewage disposal system drainfield and/or components shall be abandoned as required in Section 5.4.8 of the Regulations. Unless the existing tank(s), septic, dosing and/or lift, are incorporated into a replacement system design any tank(s), all cesspool(s)/seepage pit(s) and/or disposal areas as shown or indicated on the permit plot plan shall be located, pumped and either filled or removed/backfilled and an Abandonment Report (exhibit "Z") submitted.

§ 14 If the existing sewage disposal system is encountered during excavation and the proposed new system is not designed to be sand-lined, STOP construction and contact the Class B or C Designer/Engineer and the GWDS.

§ 16 The Class E System Contractor shall install a battery in the timer.

§ 86 Sand-lining is required. Sand-line to a depth of 36 inches below grade/ground surface. Reference permit cross-section for specific sand-lining instructions.



PERMIT 249187



Tax Parcel Number: **5-33-05.00-0060.00**

Site Evaluation Number: **568840**

Conditions for Owner

§ 17 The property owner shall connect to the county or municipal sewer system if and when such services become available and shall be in accordance with County and/or Municipal rules and regulations. At time of connection the existing septic disposal system shall be abandoned per DNREC Regulations and permit voided unless the GWDS approves continued operation.

§ 18 This system shall be maintained in such a manner as to prevent abnormal odors or surfacing, pooling and/or discharging of wastewater onto any surface waters.

§ 19 The sites of the initial and replacement absorption facilities shall not be covered by asphalt or concrete or subject to vehicular traffic or any activity or similar loadings that would adversely affect the soils. These sites shall be maintained so that they are free from encroachments by ancillary buildings and additions to main structures.

§ 21 The septic tank must be pumped by a licensed Class F Liquid Waste Hauler at a minimum of once every three (3) years. Septic tanks constructed of non-masonry materials should be pumped only when the seasonal water table is low to minimize possible flotation risk and must be immediately refilled by the owner.

§ 85 Within 90 days after the transfer of the real property which utilizes an innovative/alternative system, the owner shall notify the Department. Transfer of the maintenance agreement must also be completed within this 90 day period.

§ 76 The effluent filter, proposed or existing in either the outlet baffle of the septic tank, distribution box, septic tank lift station (Exhibit "V") or separate lift station vault, shall be cleaned and maintained as necessary to prevent clogging of the disposal system and can be performed by the property owner.

§ 93 The site evaluation supporting this permit will expire five(5) years after site evaluation approval date. System replacement after this date will require a new site evaluation and subsequent GWDS approval.

Permit Number:

249187

RECEIVED

04/12/2023

GROUNDWATER



EMERGENCY APPLICATION - PERMIT ON-SITE WASTEWATER SYSTEM



OWNER'S NAME: Edward W. Pyle Center PHONE: 302-744-1192

ADDRESS: Delaware Division of State Service Centers, 1901 N. DuPont Hwy, BLDG CD, New Castle, DE 19720

PROJECT LOCATION: Edward W. Pyle State Service Center, Southwest side CR 382 approximately 800' Southeast of CR 370

34476 Pyle Center Road, Frankford, DE 19945 TAX/MAP #: 5-33-5.00-60.00

APPLICATION PREPARER: Jeffrey S. Reed, P.E. DNREC LICENSE #: 2285

PREPARER'S ADDRESS: 17129 Webbs Road, Ellendale, DE 19941

PHONE: (302) 422-2574 EMAIL: citadelengineering@comcast.net

I hereby affirm that the information provided on this document is accurate and complete.

Preparer's Signature: [Signature] Date: 4/3/23

By signing this permit application, the preparer further certifies they were physically present at the site.



SEPTIC DESIGN CRITERIA-

(Please check all boxes that apply)

System Type: (CF = Cap & Fill / FD = Full Depth)

- Gravity (FD) Permanent Holding Tank
Gravity (CF) Elevated Sand Mound
Pressure Dose (FD) Wisconsin At-Grade
Pressure Dose (CF) Subsurface Micro Irrigation
Low Pressure Pipe (FD) Peat Bio- Filter
Low Pressure Pipe (CF) Other
Temporary Holding Tank

Type of Construction:

- Replacement
New Construction
Component Replacement
Repair to Existing System
Reason: Existing infiltrators have sank

- Bed or Trench
Gravelless Chamber Stone/Gravel Tire Chips
Sand-lined Yes No

- Authorization to Use Existing System
Permit #:
Present Condition:
Structure to be connected:

Existing System Malfunctioning Yes No N/A

Pre-Treatment Units

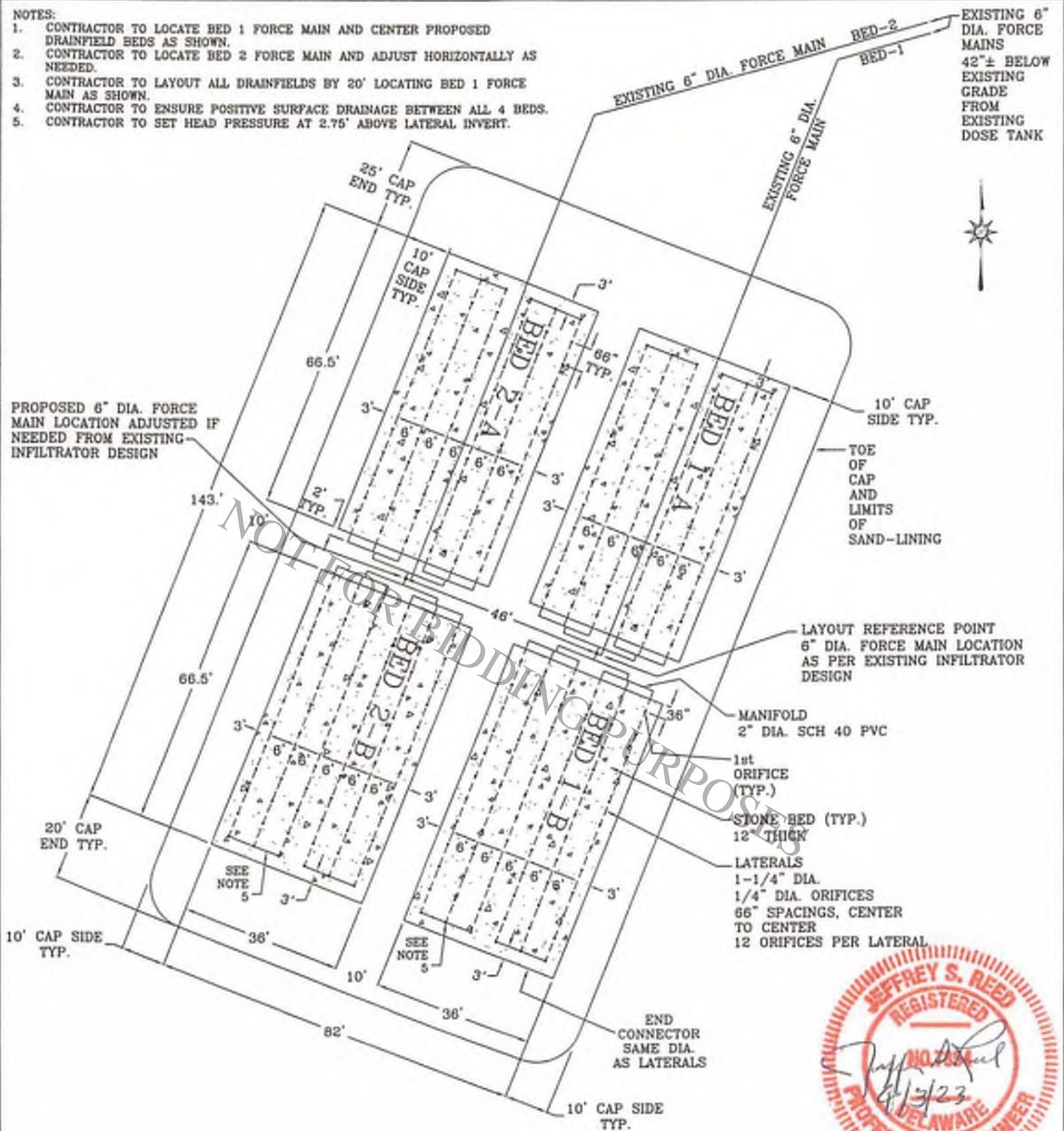
- Septic Tank
Other

of Bedrooms: N/A
Avg. Percolation Rate: 20 MPI
Gallons Per Day Flow: 2,410
Minimum Sq. Ft. Req'd: 4,527
Sq. Ft. Proposed: 10,008

Central Water Available Yes No
(If yes, please state Utility Name: Artesian Water)

- NOTES:
1. CONTRACTOR TO LOCATE BED 1 FORCE MAIN AND CENTER PROPOSED DRAINFIELD BEDS AS SHOWN.
 2. CONTRACTOR TO LOCATE BED 2 FORCE MAIN AND ADJUST HORIZONTALLY AS NEEDED.
 3. CONTRACTOR TO LAYOUT ALL DRAINFIELDS BY 20' LOCATING BED 1 FORCE MAIN AS SHOWN.
 4. CONTRACTOR TO ENSURE POSITIVE SURFACE DRAINAGE BETWEEN ALL 4 BEDS.
 5. CONTRACTOR TO SET HEAD PRESSURE AT 2.75' ABOVE LATERAL INVERT.

PROPOSED 6" DIA. FORCE MAIN LOCATION ADJUSTED IF NEEDED FROM EXISTING INFILTRATOR DESIGN



DocuSigned by:
Christopher P Hall - Director of Facilities 8/15/2023

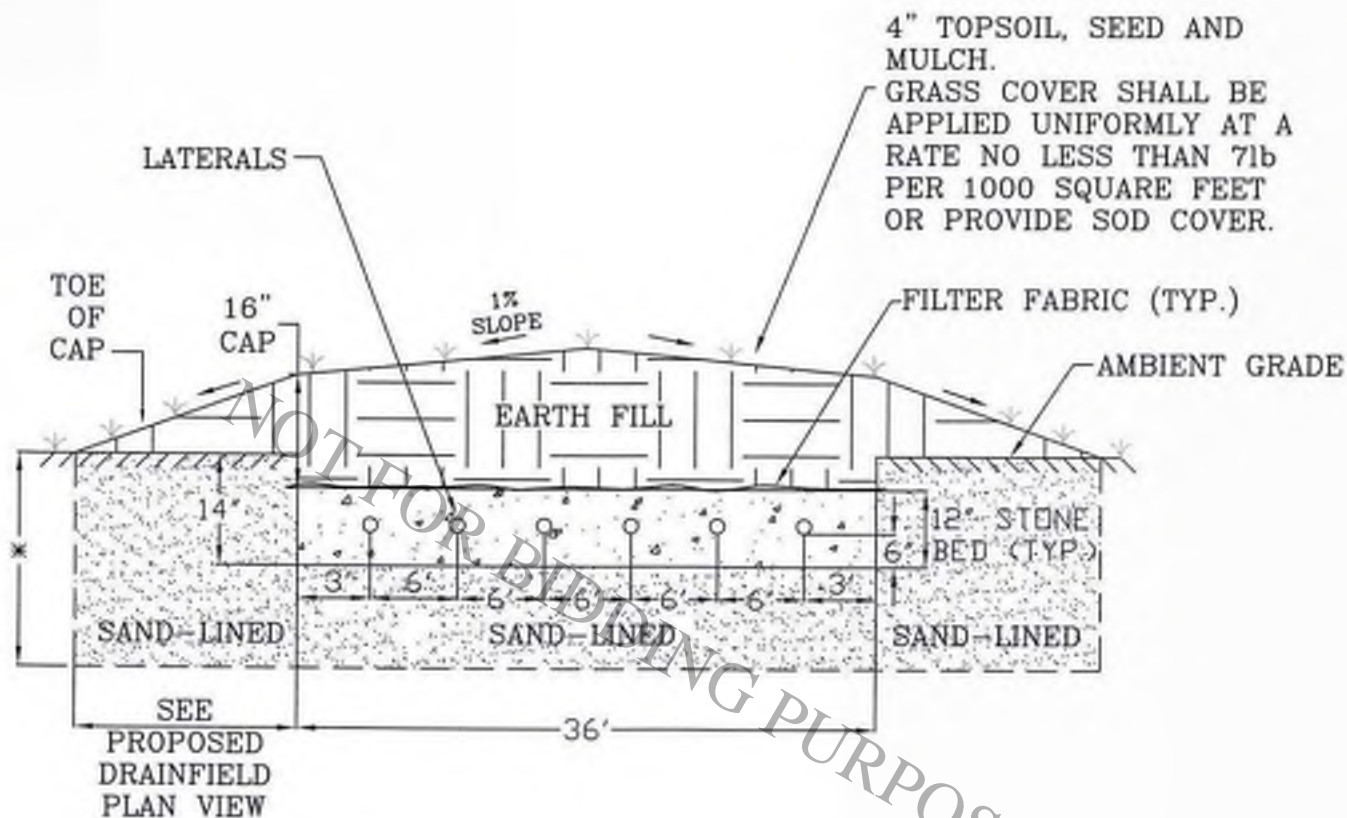
OWNER'S/AUTHORIZED AGENT SIGNATURE: _____ DATE: _____
*A copy of this page must be submitted with both the septic system and well construction report(s).

Scale: 1"=30'
Sheet: N/A
Date : 3/30/23
Drawn by: JVR
Client:PyleCenter
Client #: 21126

PROPOSED DRAINFIELD PLAN VIEW

**CITADEL
ENGINEERING, INC.**
Jeffrey S. Reed, P.E.
17129 Webbs Road
Ellendale, DE 19941
(302) 422-2574

NOTE:
 DEPTH TO LIMITING ZONE
 50 INCHES AS PER SITE
 EVALUATION REF #568840 BY
 BRAD CATE.



4" TOPSOIL, SEED AND
 MULCH.
 GRASS COVER SHALL BE
 APPLIED UNIFORMLY AT A
 RATE NO LESS THAN 7lb
 PER 1000 SQUARE FEET
 OR PROVIDE SOD COVER.

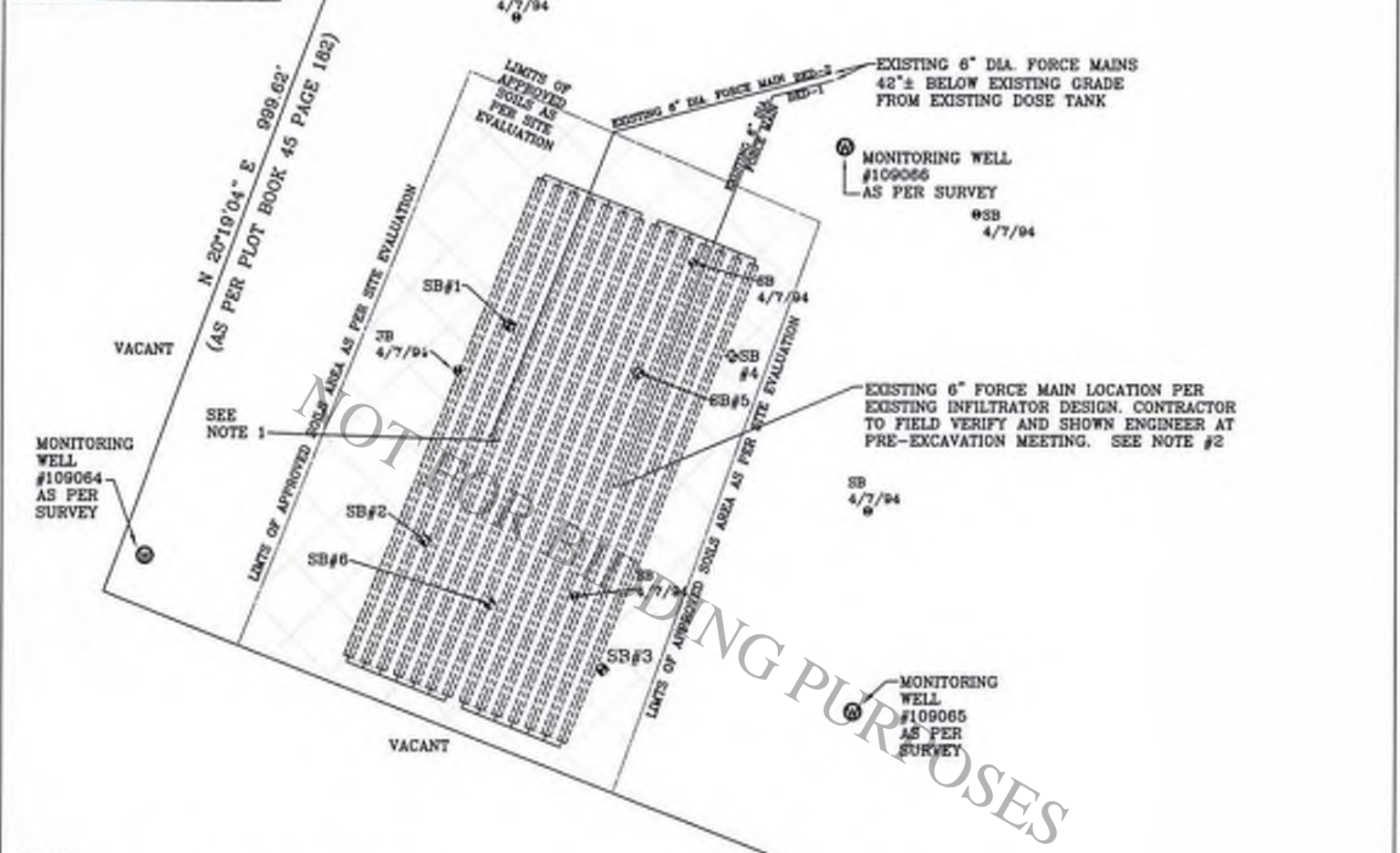
*THE DISPOSAL AREA WILL BE
 SAND-LINED TO A DEPTH OF
 3 FEET FROM AMBIENT
 GRADE OR TO 1 FOOT
 MINIMUM BELOW THE
 EXISTING DRAINFIELD
 CHAMBERS, WHICHEVER IS
 DEEPER OR UNTIL POROUS
 MATERIAL IS ENCOUNTERED.
 CONTRACTOR SHALL TAKE
 EXTREME CARE NOT TO
 COMPACT SOILS IN THE AREA
 OF THE DRAINFIELD.



Scale: NTS
 Sheet: N/A
 Date : 3-30-23
 Drawn by: JVR
 Client: PyleCenter
 Client #: 21126

PRESSURE DOSED
 CAPPING FILL BED
 CROSS-SECTION

**CITADEL
 ENGINEERING, INC.**
 Jeffrey S. Reed, P.E.
 17129 Webbs Road
 Ellendale, DE 19941
 (302) 422-2574



- NOTE:
1. CONTRACTOR TO LOCATE EXISTING OUTSIDE INFILTRATOR LINE AND LOCATE PROPOSED MANIFOLD IN SAME LOCATION AS SHOWN ON PROPOSED PLAN VIEW.
 2. CONTRACTOR TO LOCATE ALL FOUR CORNERS OF EXISTING DRAINFIELDS (8 CORNERS TOTAL). STAKE OUT PROPOSED NEW BED CORNERS AND CONTACT ENGINEER FOR APPROVAL PRIOR TO EXCAVATION.
 3. EXISTING FORCE MAIN(S) LOCATIONS APPROXIMATE AND CONTRACTOR TO LOCATE AND MODIFY LOCATION AS SHOWN ON PROPOSED DRAINFIELDS.
 4. CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF ALL EXISTING INFILTRATOR UNITS.
 5. SAND-LINING SHALL BE EXPECTED TO BE 36" DEPTH BELOW EXISTING GRADE MINIMUM. CONTRACTOR TO REMOVE ALL ORGANIC MAT BELOW 36" AS REQUIRED.
 6. AT OWNERS OPTION, ENGINEER RECOMMENDS NEW PUMPS AND COMPONENTS MATCHING EXISTING. THIS OPTION IS AT OWNERS DISCRETION DEPENDENT ON COST AND BIDS SUBMITTED.



Scale: 1" = 60'
 Sheet: N/A
 Date : 3/30/23
 Drawn by: JVR
 Client: PyleCenter
 Client #: 21126

EXISTING DRAINFIELD PLAN VIEW

**CITADEL
ENGINEERING, INC.**
 Jeffrey S. Reed, P.E.
 17129 Webbs Road
 Ellendale, DE 19941
 (302) 422-2574

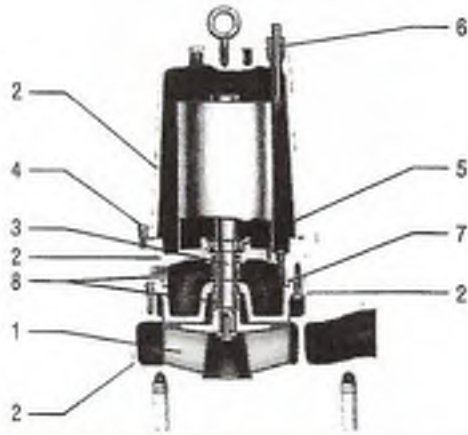
General Notes

- 1.) All construction shall comply to DNREC regulations and all applicable memorandums.
- 2.) If any unusual or unforeseen problems arise during construction, the engineer shall be notified immediately and construction shall cease until proper authorities have been notified. This shall include, but not limited to, site soil compaction, high water table, variations in design layout, and possible wetland conflicts.
- 3.) All adjacent wells and septic systems located on plot plan as of the field inspection on 03/20/2023. Contractor shall verify all proposed improvements and existing adjacent property improvements prior to construction/installation of proposed improvements.
- 4.) Contractor shall comply with all Occupational Safety and Health Act (OSHA). Design does not include any construction safety. Contractor shall be responsible for all OSHA requirements during construction.
- 5.) Contractor shall verify that all building sewer lines have proper grade to allow gravity flow where required. Any deviations should be coordinated with engineer/owner/building contractor, or other, as required, prior to construction.
- 6.) Contractor shall contact Miss Utility prior to construction and coordinate/locate any utilities not covered by Miss Utility with the owner.
- 7.) Contractor shall submit location drawing for any field changes in septic plot plan.
- 8.) All component operation maintenance manuals are to be supplied to the owner by installer.
- 9.) Filter fabric to be Dupont, style 3201, or equal.
- 10.) All easements found are shown on plot plan.
- 11.) All sewer lines shall be sch. 40, 4-inch diameter unless noted otherwise.
- 12.) All sewer lines less than 36 inches in depth under driveways or other areas subject to vehicular traffic shall be placed in a cast iron sleeve. Encasement shall extend 2 feet beyond driveway edge.
- 13.) The engineer shall be notified 24 hour's minimum prior requested inspection. Contractor shall verbally advise engineer of location and type of all component manufacture and model numbers. Items to be reported, but not limited to; pump (s), float (s), alarms, timers, control panels, etc.
- 14.) All septic tanks shall be equipped with any outlet effluent filter approved by the DNREC. The maintenance of these filters is the responsibility of the property owner and must remain in service for the life of the septic tank. This unit must be maintained in accordance with the manufacturer's service instructions.
- 15.) Each septic tank shall be constructed with a watertight access riser for each compartment and shall extend above grade. This riser and lid shall be made of concrete, masonry or an equivalent durable material approved by DNREC.
- 16.) Distribution box shall be accessible by means of a removable cover or access riser.
- 17.) Components used as "or equal" or equivalent is not authorized unless written approval by the engineer prior to construction. If the contractor uses other then specified components then the contractor bears complete and full responsibility for the entire construction.
- 18.) Building setbacks and other restrictions are not the responsibility of Citadel Engineering, Inc.
- 19.) Limits of approved area, slopes and soil borings as per site evaluation.
- 20.) The Septic Plot Plan is not the result of a formal survey and should not be construed as such.

Goulds Submersible Sewage Pump

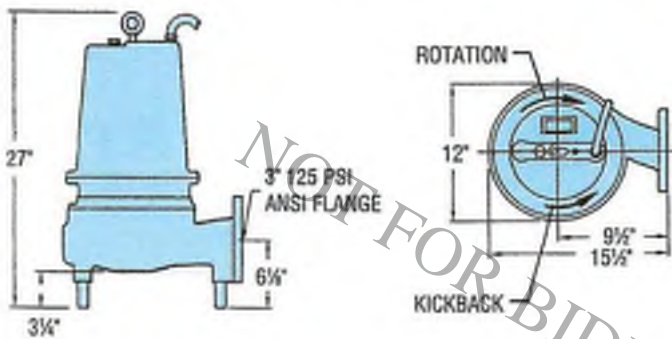
MODEL

3888D3



DIMENSIONS

(All dimensions are in inches. Do not use for construction purposes.)



EXISTING
TWO PUMPS W/ TWO INDIVIDUAL
SLIDE RAIL SYSTEM (GOULDS)

MATERIALS OF CONSTRUCTION

Item No.	Part Name	Material					
		Standard	Optional				
1	Impeller, non-clog	1001	1101				
2	Castings	1001					
3	Shaft-keyed	300 Series SS					
4	Fasteners	300 Series SS					
5	Ball bearings	Steel					
6	Power cable	STO, 20 feet	Additional lengths				
7	O-ring	BUNA-N					
8	Mechanical Seals	No.	Service	Rotary	Stationary	Elastomers	Metal Parts
	STD	10K21	General	Carbon	Ceramic	BUNA-N	300 Series SS
	OPT	10K22	Heavy duty	Tungsten	Tungsten		
	OPT	10K28	Mild abrasives	Silicorized carbon		BUNA-N	316 SS
Material Code		Engineering Standard					
1001		Cast iron — ASTM A48 Class 20					
1101		Bronze — ASTM C87500					

MODELS

Series	HP	Volts*	Phase	RPM	Overload Heaters	Max. Amp.	Wt. (lbs.)
WS1512D3.D3M	1 1/2	230	1	1750	N/A	11.0	192
WS1518D3	1 1/2	200				12.7	196
WS1518D3M	1 1/2	200				12.7	196
WS2012D3	2	230				15.0	196
WS2018D3	2	200				17.3	205
WS3012D3	3	230			K63	21.5	205
WS3018D3	3	200			K65	24.7	210
WS5012D3	5	230			K68	26.5	210
WS1538D3.D3M	1 1/2	200			K59	11.5	190
WS2038D3	2	200			K54	11.5	194
WS3038D3	3	200	K56	13.8	200		
WS5038D3	5	200	K60	18.8	205		
WS1532D3.D3M	1 1/2	230	3	1750	K53	10.0	190
WS2032D3	2	230			K53	10.0	194
WS3032D3	3	230			K55	12.0	200
WS5032D3	5	230			K60	16.4	205
WS1534D3.D3M	1 1/2	460			K37	5.0	190
WS2034D3	2	460			K37	5.0	194
WS3034D3	3	460			K41	6.0	200
WS5034D3	5	460			K50	8.2	205

* For 575 V consult factory.

PERFORMANCE RATINGS (Gallons Per Minute)

Series No.	WS1512D3M	WS1512D3	WS2012D3	WS3012D3	WS5012D3
	WS1538D3M	WS1538D3	WS2038D3	WS3038D3	WS5038D3
	WS1532D3M	WS1532D3	WS2032D3	WS3032D3	WS5032D3
	WS1534D3M	WS1534D3	WS2034D3	WS3034D3	WS5034D3
	WS1518D3M	WS1518D3	WS2018D3	WS3018D3	
HP	1 1/2	1 1/2	2	3	5
RPM	1750				
Total Head Feet of Water	10	161	300	360	
	15	99	260	320	390
	20	12	210	280	350
	25		160	240	310
	30		100	185	265
	35		35	130	210
	40			60	160
	45				100
	50				40
	55				
60					



Goulds Submersible Sewage Pump

MODEL



3888D3

APPLICATIONS

Used in a variety of residential, commercial and industrial applications such as:

- Sewage systems
- Flood and pollution control
- Dewatering
- Farms
- Hospitals
- Trailer courts
- Motels

SPECIFICATIONS

Pump:

- Solids handling capabilities: 3" maximum.
- Discharge size: 3" flanged.
- Capacities: up to 470 GPM.
- Total heads: up to 65 feet TDH.
- Mechanical seals: carbon rotary/ceramic stationary 300 series stainless steel metal parts BUNA-N elastomers.
- Temperature: 104°F (40°C) continuous 140°F (60°C) intermittent.
- Fasteners: 300 series stainless steel.
- Capable of running dry without damage to components.

Motor:

- Single phase: 1½–5 HP, 200 V, 230 V, 60 Hz, 1750 RPM. Built-in overload with automatic reset on 1½–2 HP. Pilot duty thermal sensors 3 and 5HP. Over temperature protection must be connected in control panel. Capacitors must be provided in 3 and 5 HP control panel. CP-2 capacitor pak must be used to validate warranty if not using Goulds control panel. Permanent split capacitor type.

- Three phase: 1½–5 HP, 200/230/460 V, 60 Hz, 1750 RPM. Overload protection must be provided in starter unit.
- Class B insulation.
- Shaft: 300 series stainless steel, keyed design.
- Bearings: ball bearings upper and lower.
- Power cord: 20 foot standard.
- Single phase – 14/3 STO, 10/3 STW 3 and 5 HP
- Three phase – 14/4 STO, 10/4 STW 5 HP, 230 V. Optional lengths available.
- On CSA listed Models, 20 foot length SJTW and STW are standard.

FEATURES

- **Impeller:** Cast iron, two vane semi-open, non-clog with pump-out vanes for mechanical seal protection. Balanced for smooth operation. Silicon bronze impeller available as an option.

- **Casing:** Heavy duty cast iron, volute type for maximum efficiency. 3" flange conforms to 125 PSI ANSI standard. Adaptable for A10-30 slide rail system.

- **Dual Mechanical Seals:** Ceramic vs. carbon sealing faces, stainless steel metal parts, BUNA-N elastomers. Upper and lower shaft seals are positioned independently and are separated by an oil-filled chamber. Optional **SILICON CARBIDE OR TUNGSTEN CARBIDE** faced lower seals available.

- **Shaft:** 300 series stainless steel keyed design.

- **Motor:** Fully submerged in oil-filled chamber. High grade turbine oil surrounds motor for more efficient heat dissipation, permanent lubrication of bearings and mechanical seal for complete protection against outside environment.

- **Designed for Continuous Operation:** Pump ratings are within the motor manufacturer's recommended working limits and can be operated continuously without damage.

- **Bearings:** Upper and lower heavy duty ball bearings construction for precision positioning of parts and to carry thrust loads.

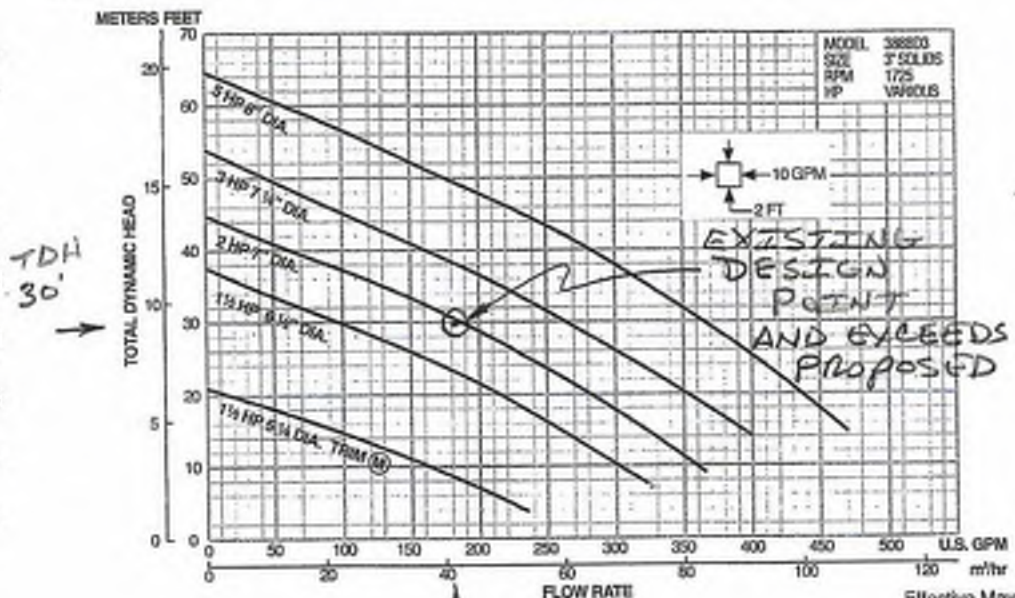
- **Power Cable:** Severe duty rated, oil and water resistant. Epoxy seal on motor end provides secondary moisture barrier in case of outer jacket damage and to prevent oil wicking.

- **O-ring:** Assures positive sealing against contaminants and oil leakage.

AGENCY LISTINGS

Canadian Standards Association

Underwriters Laboratories



TIMER SETTINGS

$$\frac{(24 \text{ HRS/DAY})}{(\text{GALS/DAY})/(\text{DOSE VOL.})} =$$

$$\frac{(24 \text{ HRS/DAY})}{(2410 \text{ GALS/DAY})/(333.0 \text{ GALS/DOSE})} = 3.32 \text{ HRS/DOSE}$$

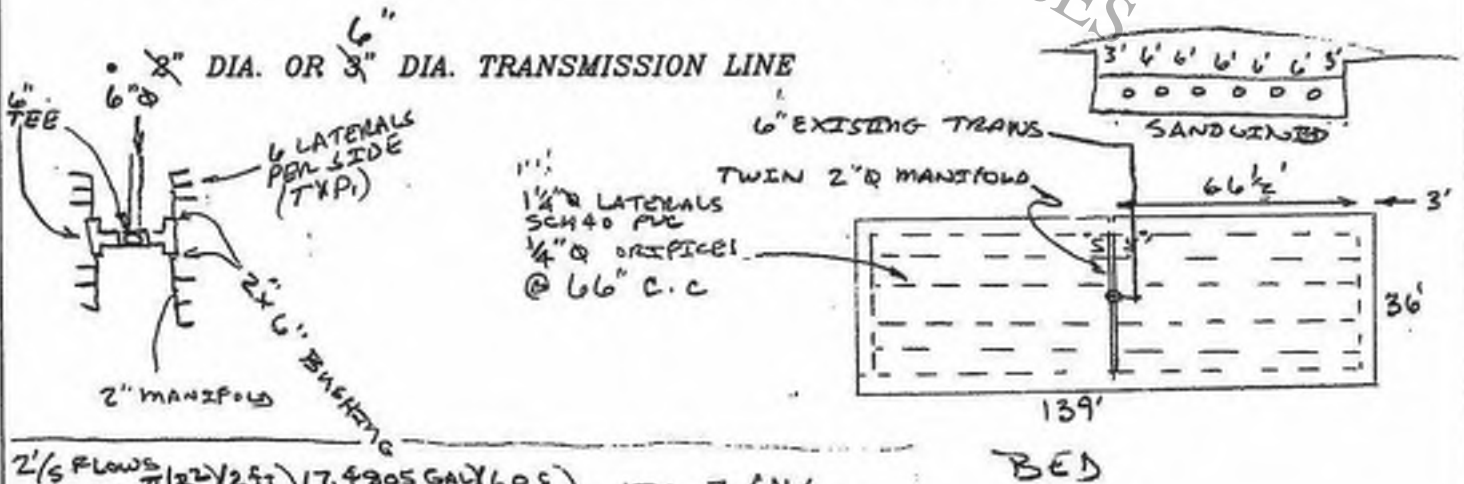
$$\frac{(\text{DOSE VOL.})}{(\text{TRANS FLOW})} = \frac{(333.0 \text{ GALS/DOSE})}{(178.85 \text{ GALS/MIN})} = 1.86 \text{ MINS/DOSE}$$

CONTROLLER SETTINGS

HLA DLY	00:05	HH:MM
OFF TIME	03:19	HH:MM
ON TIME	01:52	MM:SS
OVR OFF	01:40	HH:MM
OVR ON	01:52	MM:SS
MIN OVR	05:05	HH:MM
MIN RUN	00:30	MM:SS
TIMEDOSEMODE	ON	

IF STATE DELICATES TO UPDATE PANEL/CONTROLLER AS THEIR OPTION

- EXISTING PUMP
- PUMP MODEL # WS201D3
- EXISTING GPM & HEAD
- CAPABLE OF PRODUCING 180 GPM @ 30' FEET OF HEAD
- 2" DIA. OR 3" DIA. TRANSMISSION LINE



$$\begin{aligned} 2' \text{ S FLOWS } & \pi (R^2) \left(\frac{2.5 \text{ FT}}{S} \right) \left(\frac{7.4805 \text{ GAL}}{\text{FT}^3} \right) \left(\frac{60 \text{ S}}{\text{MIN}} \right) = 176.3 \text{ GAL/MIN} \\ 6" \text{ D } & \\ 4" \text{ D } & = \pi (R^2) \left(\frac{2.5 \text{ FT}}{S} \right) \left(\frac{7.4805 \text{ GAL}}{\text{FT}^3} \right) \left(\frac{60 \text{ S}}{\text{MIN}} \right) = 78.4 \text{ GAL/MIN} \end{aligned}$$

Scale: -	<h1>SUMMARY</h1>	CITADEL ENGINEERING, INC. Jeffrey S. Reed, P.E. 17128 Webb's Road Ellendale, DE 19941 (302) 422-2574
Sheet: -		
Date: -		
Drawn by: -		
Client #: -		

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NOT FOR BIDDING PURPOSES



APPLICATION FOR STANDARD PLAN APPROVAL
MINOR LINEAR UTILITY DISTURBANCES

Applicability Criteria

1. Disturbance will be for linear utility construction, having a maximum width of disturbance of 40 feet.
2. One of the following is met:
 - a. Total disturbance is 1.0 acre or less; or
 - b. Total disturbance is 5.0 acres or less, and
 - i. No greater than 1.0 acre will be disturbed at any time throughout the course of construction, and
 - ii. Land cover will be restored to the pre-construction hydrologic condition. In the case of forest clearing, land cover will be restored to an equivalent meadow condition.

Site Information

Site Location (911 Address or road name with distance to nearest intersection): _____
 34314 PYLE CENTER ROAD FRANKFORD, DE, 19945, 650 LF West of intersection of Daisy Rd.

Width of disturbed area (feet):	16 ft	Total Disturbed Acres (nearest 0.1ac):	1.4 ac
Length of disturbed area (feet):	2,009 LF	Proposed Impervious Area (square feet):	0 sf
Length of disturbed area (miles):	0.38 miles	Wooded area to be cleared:	0.17 ac

Applicant Information

Owner: Delaware Division of State Service Centers	Applicant: Davis, Bowen, & Friedel Inc.
Mailing Address: 1901 N. Dupont HWY, BLDG CD. New Castle, DE 19720	Mailing Address: 601 E. Main Street Salisbury, MD 21804
Owner Phone: (302) 223-1586	Applicant Phone: (410) 543-9091
Owner Email: isaac.henry@delaware.gov	Applicant Email: mwh@dbfinc.com

Fees

The review fee is \$80 per disturbed acre to the nearest 0.1 acre with a minimum fee of \$80 for any standard plan approvals disturbing less than 1.0 acre. Make checks payable to Division of Watershed Stewardship.

Approval Information (for office use only)	
Approval #	2024-015
Fee Paid: \$	112.00
Approved by:	
Approval Date:	06/03/2025
Title:	Engineer V
Expiration Date:	06/03/2030

Standard Conditions:

1. Stabilization with seed and mulch or seed and stabilization matting will occur daily so that no greater than one acre will be disturbed at any one time.
2. Construction through sensitive areas, including stream and wetland crossings, will be accomplished through directional drilling, with land disturbance happening outside of the sensitive area.
3. Construction site stormwater management best management practices will be used.
4. Construction projects exceeding 1.0 acre of total disturbance require submittal of a Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity. A plan fulfilling Stormwater Pollution Prevention Plan (SWPPP) requirements must be developed to obtain general permit coverage for Stormwater Discharges Associated with Construction Activity (see attachment).
5. Approval of this Standard Plan does not relieve the applicant from complying with any and all federal, state, county or municipal laws and regulations.

Stabilization Conditions

1. Following initial soil disturbance or redistribution, temporary or permanent stabilization with seed and mulch shall be completed within 14 calendar days to the surface of all disturbed areas not actively under construction.
2. Specific stabilization recommendations may be found in the Delaware Erosion and Sediment Control Handbook, 3.4.3 Standard and Specifications for Vegetative Stabilization.

Applicant Certification

I, the undersigned, certify that the information supplied on this Application for Standard Plan Approval is accurate, the proposed land disturbing activity meets the criteria established, and all conditions of this Standard Plan Approval will be met by the applicant, contractor, and owner during construction and post construction.

Applicant Signature: Isaac W. Henry III Date: 3/17/25

Applicant Printed Name: Isaac W. Henry III Title: Director of Facility Operations
DUS/GSec/KacOps

*****THIS STANDARD PLAN APPLICATION FORM MUST BE MAINTAINED ON THE SITE AT ALL TIMES DURING CONSTRUCTION*****