PROJECT MANUAL

**VOLUME I**

ISSUE FOR BID

TETRA TECH

State of Delaware
Office of Management & Budget /
Division of Facilities Management
OMB/DFM: MJ3804000111

**DELORES J. BAYLOR WOMEN'S CORRECTIONAL INSTITUTION INFIRMARY EXPANSION**

DELORES J. BAYLOR WOMEN'S
CORRECTIONAL INSTITUTION
660 Baylor Blvd., New Castle, DE

DELAWARE DEPARTMENT OF
CORRECTION
New Castle County, Delaware

Tt #: 213-26912-22005

July 27, 2026

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT & BUDGET / DIVISION OF FACILITIES MANAGEMENT
OMB/DFM CONTRACT #MJ3804000111

SPECIFICATIONS

FOR

INFIRMARY EXPANSION

AT THE

DELORES J. BAYLOR WOMEN'S CORRECTIONAL INSTITUTION
660 BAYLOR BLVD.
NEW CASTLE, DELAWARE 19720

ON BEHALF OF

DELAWARE DEPARTMENT OF CORRECTIONS (DOC)

PREPARED BY

TETRA TECH
2 BRAXTON WAY, SUITE 225
GLEN MILLS, PA 19342

Tt PROJECT # 213-26912-22005

ISSUED FOR BID

JULY 27, 2026

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1.1 DESIGN PROFESSIONALS OF RECORD — SEAL

A. Architect/Project Manager:

1. Leila Hamroun, AIA Project Manager
2. DE # 7630
3. Architect
4. Tetra Tech, Inc.
5. 240 Continental Drive, Suite 200
6. Newark, Delaware 19713
7. 302-738-7551
8. Leila.hamroun@tetratech.com
9. Responsible for Divisions 00-49 Sections.




B. Civil Engineer:

1. Colm DeAscanis
2. DE#
3. Civil EngineerCDA Engineering, Inc.
4. 6 Larch Ave #401
5. Wilmington, DE 19804
6. 302-998-9202
7. cdeascanis@cdaengineering.com
8. Responsible for Division 31-33.




C. Structural Engineer:

1. Andy Coats, PE
2. DE# 13672
3. Structural Engineer,
4. Tetra Tech, Inc.
5. 240 Continental Drive, Suite 200
6. Newark, DE 19713
7. 302-283-2268
8. Andrew.coats@tetratech.com
9. Responsible for Division 02, 03, and 05.



D. Electrical Engineer:



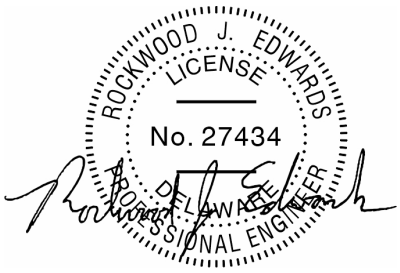

1. Joey Hoover
2. DE#
3. Electrical Engineer
4. Tetra Tech, Inc.
5. 240 Continental Drive, Suite 200
6. Newark, DE 19713
7. 302-738-7551
8. Joey.hoover@tetratech.com
9. Responsible for Division 26 Electrical.

E. Mechanical (HVAC) Engineer:




1. Mitchell J. Graf
2. DE #23519
3. Mechanical Engineer
4. Tetra Tech
5. 1136 Oak Valley Dr, Suite 100
6. Ann Arbor, Michigan, 48108
7. mitch.graf@tetratech.com
8. Responsible for Divisions 23 Mechanical Sections.

F. Fire Protection Engineer:




1. Rockwood Edwards
2. DE# 27434
3. Fire Protection Engineer
4. Cosentini
5. 101 Federal Street – Suite 600
6. Boston, MA 02110
7. 617-748-7800
8. mgorgone@cosentini.com
9. Responsible for Division 21 and 28, Fire Protection Sections.

**END OF SECTION**

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**INVITATION TO BID**

Sealed bids for **OMB/DFM Contract OMB/DFM – MJ3804000111 – Baylor Women's Correctional Institution – Infirmary Expansion** 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 **1:00pm_local time on _August 20th, 2026**. Bidder bears the risk of late submission.

Bids will be opened and read aloud at 2:00pm local time on **August 20th, 2026** at the **Haslet Armory, 122 Martin Luther King Blvd. S., Dover, DE 19901.**

The Project has an existing space of approximately 4,300 sf and the new addition will be approximately 11,000 sf., for approximately 15,300 +/- gross square feet. There will be some sitework to accommodate the new facility. The project will be done in a minimum of two phases. The new construction will be first phase, and the renovation will be the second phase. The first phase addition will provide additional space for Administration, Inpatient, and Outpatient functions. During the first phase there will be some minor renovation in the existing warehouse section of the facility.

A **MANDATORY** Pre-Bid Meeting will be held on **July 27, 2026 at 10:00 local time at the Office of Management & Budget, Haslet Armory, 122 Martin Luther King Jr. Blvd. S., Dover DE 19901**, for the purpose of establishing the list of subcontractors and to answer questions. Upon arrival, attendees are to check in at front desk for directions to pre-bid meeting room. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained by mailing a check to the office of Tetra Tech, Inc., 450 Carson Drive Way, Suite 461 Bear, DE 19701. If interested in purchasing an electronic set (CD), please email **tt-projectadmin@tetratech.com** and **Emmarae.arensdorff@tetratech.com**. **Include company name, address and contact information within the email.** Documents will be sent upon receipt of the nonrefundable $100 check. Documents will be available after the Pre-Bid Meeting. Checks are to be made payable to "Tetra Tech". **If picking up documents in-person, please contact Leila Hamroun at 1-302-509-9086 or email leila.hamroun@tetratech.com to make arrangements to pick them up.**

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**

**TABLE OF ARTICLES**

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**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 consis
t
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.

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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;

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(3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

**ARTICLE 2: BIDDER'S REPRESENTATION**

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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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.

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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.

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## 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.

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

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

4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

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

4.1.9 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

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

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State,

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

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications

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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 se
B. tting forth this nondiscrimination clause.

C. 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

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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.

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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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 days of the Bid opening.

5.2 COMPARISON OF BIDS

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

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder's written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

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

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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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

NOT FOR BIDDING PURPOSES

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).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

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

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

**ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

NOT FOR BIDDING PURPOSES

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

**END OF SECTION**

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**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# BID FORM

**For Bids Due:** **August 20, 2026** **To:** State of Delaware, Office of Management & Budget/
Division of Facilities Management
Haslet Armory
122 Martin Luther King Jr. Blvd.
Dover, DE 19901

**Name of Bidder:** _____

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

**(Other License Nos.):** _____

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

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

$_____
($ )

## ALLOWANCES

Allowance Certification

We/I confirm that a Contingency Allowance in the amount of $500,000.00 has been included in the Contractor's Base Bid price to be used at the Owners discretion.

$_____(Date and Initial)

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**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# BID FORM

## UNIT PRICES

No Unit Prices

## ALTERNATES

ALTERNATE No. 1: To be Determined

Add/Deduct: _____

($ )

NOT FOR BIDDING PURPOSES

**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

*(SEAL)*

_____
( Title )

**Date:** _____

**ATTACHMENTS**

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

NOT FOR BIDDING PURPOSES

**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# BID FORM

## SUBCONTRACTOR LIST

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

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

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**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTEL, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

BID FORM (Continued)

2. _____ _____ _____

A. _____ _____ _____

B. _____ _____ _____

C. _____ _____ _____

4. _____ _____ _____

A. _____ _____ _____

B. _____ _____ _____

C. _____ _____ _____

5. _____ _____ _____

A. _____ _____ _____

B. _____ _____ _____

C. _____ _____ _____

NOT FOR BIDDING PURPOSES

**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# BID FORM

# NON-COLLUSION STATEMENT

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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 *MJ3804000111* 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.**

**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# 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.**

NOT FOR BIDDING PURPOSES

**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

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

**Contractor Name:** _____

**Contractor Address:** _____

_____

_____

**Authorized Representative (typed or printed):** _____

**Authorized Representative (signature):** _____

**Title:** _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

# 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. MJ3804000111, to be paid to the **State** for the use and benefit of Office of Management & 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 & 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 & 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

NOT FOR BIDDING PURPOSES

Witness:_____ By: _____

_____
Title

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**SECTION 00 52 13**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

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.

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# 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.

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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.)*

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[ ] 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 Zero Dollars and Zero Cents ($ 0.00 ), 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.)*

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## 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.)*

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**§ 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.)*

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**§ 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)*

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**§ 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.)*

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[ ] 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 |
|---|---|---|---|

.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)* |

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DRAFT

# 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)*

«Jen»
«»

**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.

**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.

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.

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**§ A.2.3 Required Property Insurance**

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

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

| Causes of Loss | Sub-Limit |
|---|---|
| | |

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to 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 |
|---|---|
| | |

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

**§ A.2.4 Optional Extended Property Insurance.**

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

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

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

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[ « » ] **§ 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

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

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

**§ A.3.3 Contractor's Other Insurance Coverage**

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

« »

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ « » ] **§ A.3.3.2.1** 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.)*

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| 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:

« »

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DRAFT

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**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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**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.

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**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**

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

# PERFORMANCE BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ3804000111 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

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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: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

# PAYMENT BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ3804000111 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.

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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**SECTION 00 62 00**

**ADMINISTRATION AND PROJECT MANAGEMENT FORMS**

The Contract Administration and Progress Documentation Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

| | |
|---|---|
| 00 62 11 | Submittal Cover Sheet |
| 00 62 16 | Certificate of Insurance (AIA G715-1991) |
| 00 62 76 | Application and Certificate for Payment (AIA G702-1992) and Application of Payment Continuation Sheet (AIA G703-1992) |
| 00 62 93 | Use and Indemnification Agreement Form (CADD Release) |

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# SUBMITTAL

**Project Title:**

Baylor Women's Correctional Institution

Infirmary Expansion

**Date:** _____

**Due Date:** _____

**Project Numbers:**

Tt Project No.: 213-26912-22005

Client Project No.: MJ3804000111

**Submittal Information:**

Submittal No.: _____

Submittal Title: _____

**Owner:**

(Owner)
Address
City, State, zip

**Contractor:**

(Contractor Name)
Address
City, State, Zip

**Architect/Engineer:**

(Owner)
Address
City, State, zip

| Item # | Type | Spec Section | Item Description |
|---|---|---|---|
| | Product Data | | |
| | Product Data | | |
| | Product Data | | |
| | Product Data | | |

*Review of this submittal does not relieve the subcontractor / supplier from performing the work in accordance with the contract documents. Accuracy of dimensions and quantities are the sole responsibility of the subcontractor / supplier.*

Notes:

**Contractor Stamp:**

**Architect/Engineer's Stamp:**

## SHOP DRAWING REVIEW

ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL IS ONLY TO DETERMINE IF THE ITEMS COVERED BY THE SUBMITTAL WILL CONFORM TO THE CONTRACT DOCUMENTS AND BE COMPATIBLE WITH THE DESIGN CONCEPT OF THE COMPLETED PROJECT. ARCHITECT/ENGINEER'S REVIEW DOES NOT EXTEND TO MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION OR TO SAFETY PRECAUTIONS OR PROGRAMS INCIDENT THERETO. ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND IS REFERRED TO THE SPECIFICATIONS FOR MORE DETAIL REGARDING THE CONTRACTOR'S RESPONSIBILITIES FOR SUBMITTALS.

| | |
|---|---|
| NO EXCEPTIONS TAKEN | |
| EXCEPTIONS NOTED | |
| REVISE & RESUBMIT | |
| ACKNOWLEDGE RECEIPT / FOR INFORMATION ONLY | |

_____ SEE TRANSMITTAL FOR FURTHER COMMENTS

BY: _____ DATE: _____

TETRA TECH, INC.

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TETRA TECH

OFFICE OF management + budget

# Shop Drawing Transmittal

**To:**

Contractor Name
Street Address
Mailing Address
Phone Number

Submittal No.: _____
Specification No.: _____
Vendor/Supplier: _____

| Sheet No.: | Description | Date | Action* |
|---|---|---|---|
| | | | |
| | | | |
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**Comments:**

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**SECTION 00 62 16**

**ACORD CERTIFICATE OF INSURANCE AIA G715-1991**

AIA Document G715™–1991 is intended for use in adopting ACORD Form 25-S to certify the coverage required of contractors under AIA Document A201™–2007, General Conditions of the Contract for Construction. Since the ACORD certificate does not have space to show all the coverages required in AIA Document A201–2007, the Supplemental Attachment form should be completed, signed by the contractor's insurance representative, and attached to the ACORD certificate.

A draft copy of this document is included herein as follows.

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# AIA® Document G715™ – 1991

## *Supplemental Attachment* for ACORD Certificate of Insurance 25-S

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

**PROJECT** *(Name and address)*:

**INSURED** _____

| | | Yes | No | N/A |
|---|---|---|---|---|
| **A.** | **General Liability** | | | |
| **1.** | Does the General Aggregate apply to this Project only? | ☐ | ☐ | ☐ |
| **2.** | Does this policy include coverage for: | | | |
| a. | Premises - Operations? | ☐ | ☐ | ☐ |
| b. | Explosion, Collapse and Underground Hazards? | ☐ | ☐ | ☐ |
| c. | Personal Injury Coverage? | ☐ | ☐ | ☐ |
| d. | Products Coverage? | ☐ | ☐ | ☐ |
| e. | Completed Operations? | ☐ | ☐ | ☐ |
| f. | Contractual Coverage for the Insured's obligations in A201? | ☐ | ☐ | ☐ |
| **3.** | If coverage is written on a claims-made basis, what is the: | | | |
| a. | Retroactive Date? | | | |
| b. | Extended Reporting Date? | | | |
| **B.** | **Worker's Compensation** | | | |
| **1.** | If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | ☐ | ☐ | ☐ |
| **C.** | **Final Payment Information** | | | |
| **1.** | Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | ☐ | ☐ | ☐ |
| **2.** | If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | ☐ | ☐ | ☐ |
| **D.** | **Termination Provisions** | | | |
| **1.** | Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | ☐ | ☐ | ☐ |
| **E.** | **Other Provisions** | | | |

_____
Authorized Representative

_____
Date of Issue

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**SECTION 00 62 76**

**APPLICATION AND CERTIFICATE FOR PAYMENT (AIA G702-1992)
AND APPLICATION OF PAYMENT CONTINUATION SHEET (AIA G703-1992)**

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

A draft copy of this document is included herein as follows

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# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

| | | | |
|---|---|---|---|
| **TO OWNER:** | **PROJECT:** | **APPLICATION NO:** | **Distribution to:** |
| | | **PERIOD TO:** | OWNER: ☐ |
| | | **CONTRACT FOR:** | ARCHITECT: ☐ |
| **FROM CONTRACTOR:** | **VIA ARCHITECT:** | **CONTRACT DATE:** | CONTRACTOR: ☐ |
| | | **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** ..... $ _____

**2. Net change by Change Orders** ..... $ _____

**3. CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ _____

**4. TOTAL COMPLETED & STORED TO DATE** (Column G on G703) ..... $ _____

**5. RETAINAGE:**

**a.** _____ % of Completed Work
(Column D + E on G703) $ _____

**b.** _____ % of Stored Material
(Column F on G703) $ _____

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... $ _____

**6. TOTAL EARNED LESS RETAINAGE** ..... $ _____
(Line 4 Less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ _____
(Line 6 from prior Certificate)

**8. CURRENT PAYMENT DUE** ..... $ _____

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) $ _____

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

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

**CONTRACTOR:**

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... $ _____

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

**ARCHITECT:**

By: _____ Date: _____

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

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# AIA® Document G703™ – 1992

## Continuation Sheet

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

**APPLICATION NO:**
**APPLICATION DATE:**
**PERIOD TO:**
**ARCHITECT'S PROJECT NO:**

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
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| | GRAND TOTAL | $ | $ | $ | $ | $ | | $ | $ |

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**User Notes:**



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TETRA TECH

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

# Use and Indemnification Agreement

Re: Baylor Women's Correctional Institution (BWCI) – Infirmary Expansion Tt Project No. 213-26912-22005

***Whereas,*** _____ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech.

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

A. *Indemnification*

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers , directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.

2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. *Use and Compatibility*

1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.

2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.

3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.

4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

***IN WITNESS WHEREOF***:

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

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**SECTION 00 63 00**

**CLARIFICATION AND MODIFICATION FORMS**

The Contract Classification and Modification Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

| | |
|---|---|
| 00 63 33 | Architect's Supplemental Instructions (AIA G710-1992) |
| 00 63 46 | Construction Change Directive (AIA G714-2007) |
| 00 63 63 | Change Order (AIA G701-2001) |

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**SECTION 00 63 33**

**ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS AIA G710 -1992**

AIA Document G710™–1992 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710–1992 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time. Such minor changes are authorized under Section 7.4 of AIA Document A201™–2007.

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# AIA® Document G710™ – 1992

## *Architect's Supplemental Instructions*

**PROJECT** *(Name and address)*:

**ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO:**

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

**OWNER** *(Name and address)*:

**DATE OF ISSUANCE:**

**CONTRACT FOR:**

**FROM ARCHITECT** *(Name and address)*:

**CONTRACT DATE:**

**TO CONTRACTOR** *(Name and address)*:

**ARCHITECT'S PROJECT NUMBER:**

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

**DESCRIPTION:**

**ATTACHMENTS:**
*(Here insert listing of documents that support description.)*

**ISSUED BY THE ARCHITECT:**

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

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**SECTION 00 63 46**

**CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007**

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

A draft copy of this document is included herein as follows.

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# AIA® Document G714™ – 2007

## *Construction Change Directive*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **DIRECTIVE NUMBER:** 001<br>**DATE:**<br>**CONTRACT FOR:** | OWNER: ☐<br>ARCHITECT: ☐<br>CONSULTANT: ☐ |
| **TO CONTRACTOR:** *(Name and address)* | **CONTRACT DATED:**<br>**ARCHITECT'S PROJECT NUMBER:** | CONTRACTOR: ☐<br>FIELD: ☐<br>OTHER: ☐ |

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

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☐ • As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

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

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

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

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**SECTION 00 63 63**

**CHANGE ORDER AIA G701-2017**

AIA Document G701™-2017 is used for implementing changes in the work agreed to by the owner, contractor, and architect. Execution of a completed G701 indicates agreement upon all terms of the change, including any changes in the contract sum (or guaranteed maximum price) and contract time. The form allows for signatures of the owner, architect and contractor, and for a description of the change.

A draft copy of this document is included herein as follows

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# AIA® Document G701™ – 2017

## *Change Order*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **CONTRACT INFORMATION:**<br>Contract For:<br>Date: | **CHANGE ORDER INFORMATION:**<br>Change Order Number:<br>Date: |
| **OWNER:** *(Name and address)* | **ARCHITECT:** *(Name and address)* | **CONTRACTOR:** *(Name and address)* |

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

| | | |
|---|---|---|
| The original Contract Sum was | $ | 0.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 0.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 0.00 |
| The new Contract Sum including this Change Order will be | $ | 0.00 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

| | | |
|---|---|---|
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| **DATE** | **DATE** | **DATE** |

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**SECTION 00 65 00**

**CLOSEOUT FORMS**

The Contract Closeout Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

| | |
|---|---|
| 00 65 16 | Certificate of Substantial Completion (AIA G704-2000) |
| 00 65 19.13 | Contractor's Affidavit of Payment of Debts and Claims (AIA G706-1994) |
| 00 65 19.16 | Contractor's Affidavit of Release of Liens (AIA G706A-1994) |
| 00 65 19.19 | Consent of Surety of Final Payment (AIA G707-1994) |

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**SECTION 00 65 16**

**CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000**

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

A draft copy of this document is included herein as follows.

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# AIA® Document G704™ – 2000

## *Certificate of Substantial Completion*

**PROJECT:**
*(Name and address):*

**PROJECT NUMBER:** /
**CONTRACT FOR:**
**CONTRACT DATE:**

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

**TO OWNER:**
*(Name and address):*

**TO CONTRACTOR:**
*(Name and address):*

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

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

**Warranty** **Date of Commencement**

| ARCHITECT | BY | DATE OF ISSUANCE |
|---|---|---|

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

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

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

| CONTRACTOR | BY | DATE |
|---|---|---|

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

| OWNER | BY | DATE |
|---|---|---|

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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**SECTION 00 65 19.13**

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

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706™–1994 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

A draft copy of this document is included herein as follows.

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# AIA® Document G706™ – 1994

## *Contractor's Affidavit of Payment of Debts and Claims*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | | ARCHITECT: ☐ |
| | **CONTRACT FOR:** | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

**STATE OF:**
**COUNTY OF:**

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

BY: _____
*(Signature of authorized representative)*

_____
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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**SECTION 00 65 19.16**

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994**

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

A draft copy of this document is included herein as follows.

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# AIA® Document G706A™ – 1994

## *Contractor's Affidavit of Release of Liens*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | | ARCHITECT: ☐ |
| | **CONTRACT FOR:** | |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | CONTRACTOR: ☐ |
| | | SURETY: ☐ |
| | | OTHER: ☐ |

**STATE OF:**
**COUNTY OF:**

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

BY:

_____
*(Signature of authorized representative)*

_____
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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**SECTION 00 65 19.19**

**CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994**

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

A draft copy of this document is included herein as follows

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# AIA® Document G707™ – 1994

## *Consent Of Surety to Final Payment*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | **CONTRACT FOR:** | ARCHITECT: ☐ |
| | | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

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

, SURETY,

on bond of
*(Insert name and address of Contractor)*

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

_____
*(Surety)*

_____
*(Signature of authorized representative)*

Attest:
(Seal):

_____
*(Printed name and title)*

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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)*

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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.

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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.

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**§ 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

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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.

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**§ 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.

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**§ 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.

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**§ 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.

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### § 3.8 Allowances

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 Superintendent

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall 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.

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### § 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.

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**§ 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.

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## 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:

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.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.

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**§ 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;

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.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.

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**§ 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

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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.

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### § 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

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that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner 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.

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### § 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.

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**§ 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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**SECTION 00 73 13**

**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
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14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

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**ARTICLE 1: GENERAL PROVISIONS**

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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 Section14.2.2."

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."

"1.2.5The 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."

"1.2.6The 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,

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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:

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"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

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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

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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:

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"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**

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

7.2 CHANGE ORDERS

Add the following Sections:

"7.2.2 In addition to the above:

7.2.2.1 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.

7.2.2.2 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.

7.2.2.3 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.

7.2.2.4 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.

7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc."

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 THE 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."

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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:

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"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

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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

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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

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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".

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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

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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**

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**SECTION 00 73 46**

**WAGE RATES DETERMINATION SCHEDULE**

State of Delaware, Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rates for this project. The project approved prevailing wage rate determination schedule follows.

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 13, 2026

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|---|---|---|---|
| ASBESTOS WORKERS | 30.70 | 37.78 | 55.01 |
| BOILERMAKERS | 91.87 | 46.61 | 68.52 |
| BRICKLAYERS | 68.29 | 68.29 | 68.29 |
| CARPENTERS | 64.06 | 64.06 | 52.30 |
| CEMENT FINISHERS | 96.91 | 68.92 | 53.44 |
| ELECTRICAL LINE WORKERS | 61.02 | 52.34 | 39.90 |
| ELECTRICIANS | 86.87 | 86.87 | 86.87 |
| ELEVATOR CONSTRUCTORS | 121.73 | 86.57 | 109.37 |
| GLAZIERS | 88.42 | 88.42 | 76.04 |
| INSULATORS | 71.54 | 71.54 | 71.54 |
| IRON WORKERS | 79.33 | 79.33 | 79.33 |
| LABORERS | 59.65 | 59.65 | 59.65 |
| MILLWRIGHTS | 91.00 | 91.00 | 73.10 |
| PAINTERS | 61.53 | 61.53 | 61.53 |
| PILEDRIVERS | 93.37 | 52.83 | 42.72 |
| PLASTERERS | 40.06 | 40.06 | 29.69 |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 82.05 | 85.29 | 78.26 |
| POWER EQUIPMENT OPERATORS | 85.29 | 85.29 | 85.29 |
| ROOFERS-COMPOSITION | 36.41 | 31.28 | 33.64 |
| ROOFERS-SHINGLE/SLATE/TILE | 24.68 | 29.36 | 23.08 |
| SHEET METAL WORKERS | 87.84 | 87.84 | 87.84 |
| SOFT FLOOR LAYERS | 63.69 | 63.69 | 50.43 |
| SPRINKLER FITTERS | 77.63 | 77.63 | 77.63 |
| TERRAZZO/MARBLE/TILE FNRS | 73.75 | 73.75 | 84.10 |
| TERRAZZO/MARBLE/TILE STRS | 81.93 | 81.93 | 93.27 |
| TRUCK DRIVERS | 58.41 | 36.83 | 28.66 |

CERTIFIED 7-2-2026 BY: Salina Crossard Sr
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: MJ3804000111 BAYLOR WOMENS CORRECTIONAL INSTIUTION INFIRMARY EXPANSION, New Castle County

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# PREVAILING WAGE DEBARMENT LIST

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

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

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

Updated: July 6, 2022

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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

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**ARTICLE 1: GENERAL**

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

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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

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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

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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 pursing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

**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:

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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

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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.

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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.

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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

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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.

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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.

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**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 previously unknown hazardous material such as 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 to the closeout documents to be submitted at the end of the project.

10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.

10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain "lead". The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.

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

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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:

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| | | |
|---|---|---|
| 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

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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

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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**

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**SECTION 00 81 14**

**DRUG TESTING REPORT FORM**

The Office of Management and Budget (OMB) has developed the 4014 regulation as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C 6908(a)(6). The regulations established the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into this Contract awarded pursuant to 29 Del.C 6962. Sample copies of Testing Report Forms maintained and/or submitted pursuant to the requirements of 4104 regulation for this Project are including herewith.

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**EMPLOYEE DRUG TESTING REPORT FORM**
**Period Ending:**_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: 213-26912-22005/MJ3804000111

Project Name: BWCI – Infirmary Expansion

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).

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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: 213-26912-22005/MJ3804000111

Project Name: BWCI – Infirmary Expansion

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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**INFIRMARY EXPANSION**
**BAYLOR WOMEN'S CORRECTIONAL INSTITUTION**
**660 BAYLOR BLVD.**
**NEW CASTLE, DELAWARE**
**OMB/DFM CONTRACT NO.: MJ3804000111**

# AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at: https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution***.

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
b. The contractor employs 10 or more total employees.
c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

**Craft(s):** _____

**Contractor Name:** _____

**Contractor Address:** _____

_____

_____

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**Contractor Program Registration Number(s)** _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

**Or**

❑ **A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor's Apprenticeship and Training Fund.**

**Or**

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

_____

**Authorized Representative (typed or printed):** _____

**Authorized Representative (signature):** _____

**Title:** _____

**State of Delaware )**
**) ss:**
**County of _____ )**

Before me, a notary public, in and for said county and state, personally appeared, _____ who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this ____ day of _____ 20___.

_____
Notary Public

Commission Expires _____

**THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.**

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**SECTION 00 81 16**

**DELAWARE DOC SECURITY FORMS**

The Delaware Department of Corrections (DOC) has mandated adherence to security procedures as defined under Section 01 35 53.16 "DOC Security Requirements and Procedures" of the Project Manual for this project. Copies of the applicable security forms listed below are included herewith.

00 81 16.13 DOC Tools and Equipment Inventory Form

08 81 16.16 DOC Security Clearance Application Form

08 81 16.19 PREA Guide to Prevention and Reporting of Sexual Abuse and Misconduct with Offenders Form

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**SECTION 00 81 16.13**

**TOOL AND EQUIPMENT INVENTORY**

Contractor Name:_____ Signature & Date:_____

TOOL AND EQUIPMENT INVENTORY

| IN | OUT |
|---|---|

| | | | |
|---|---|---|---|
| DATE | | DATE | |
| CONTRACTOR NAME AND SIGNATURE | | CONTRACTOR NAME AND SIGNATURE | |
| STAFF SIGNATURE | | STAFF SIGNATURE | |
| TIME IN | | TIME OUT | |
| | | | |

| ITEM DESCRIPTION | SIZE, TYPE, COLOR OR OTHER IDENTIFYING INFORMATION | QUANTITY | UNIQUE IDENTIFIER | VERIFY (CHECK) |
|---|---|---|---|---|
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# SECURITY CLEARANCE APPLICATION
# DELAWARE DEPARTMENT OF CORRECTION

**PLEASE PRINT CLEARLY**

**WHO SHOULD COMPLETE THIS FORM:**

i. Applicants requesting one-time access or occasional access (whether for one facility or multiple facilities)
ii. Applicants requesting a badge for access to one or more facilities (frequent access for period of 1 year or more)
*Note: These applicants will be directed to Human Resources after this form is approved*
iii. Individuals requesting to schedule an offender visit may be asked to complete this form.

**Volunteers, interns and professional service visitors must attach a letter from their sponsoring organization. Letter must be on agency letterhead, signed by the agency's director and include the name and title/role of the applicant and the name of the program.**

**WHO SHOULD NOT COMPLETE THIS FORM:**

(1) Attorneys
(2) Employees of DOC's contracted medical/behavioral health provider (please contact DOC's Human Resources directly)

**SECTION 1: PERSONAL INFORMATION & CRIMINAL HISTORY**

**NAME:** _____
**(LAST)** **(FIRST)** **(MIDDLE)**

**PLEASE LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES AND RELIGIOUS NAMES:**

_____

**DOB:** _____ **PLACE OF BIRTH:** _____ **SSN#:** _____

**SEX:** MALE / FEMALE **RACE:** _____ **DRIVER'S LICENSE #:** _____ **STATE:** _____

**ADDRESS:** _____ **APT #:** _____

**CITY:** _____ **STATE:** _____ **ZIP:** _____

**PHONE:** **HOME:** (_____) _____ **WORK:** (_____) _____

**EMAIL:** _____

**PLEASE LIST WHICH FACILITY(IES) YOU ARE REQUESTING ACCESS TO:**

_____
_____
_____
_____

**PLEASE SELECT TYPE OF ACCESS REQUESTED**

☐ **Offender Visit**
☐ **One Time Access (i.e. single event) ****No badge issued***
☐ **Occasional Volunteer or Service Provision (Less than 3 days per week or less than 165 days per year for a period of one year or less) *** ***No badge issued***
☐ **Frequent/Long Term Volunteer or Service Provision (At least 3 days per week or 165 days per year for a period of one year or more) *** ***You will be directed to HR to fill out a badge application packet after this form has been approved by the respective DOC Bureau Chief***

**DO YOU HAVE ANY *ARRESTS* FOR CHARGES OTHER THAN TRAFFIC TICKETS (WHETHER CONVICTED, DISMISSED, NOLLE PROSSED, OR PARDONED)? NO/YES (IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.**

**COUNTRY:** _____ **DATE:** _____

**OFFENSE:** _____

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**HAVE YOU EVER BEEN *CONVICTED* OF AN OFFENSE OTHER THAN A TRAFFIC TICKET? NO /YES**
**(IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE ATTACH A SEPARATE SHEET.**

**COUNTRY:**_____ **DATE:**_____

**OFFENSE:** _____ **SENTENCE:** _____

**ARE YOU PRESENTLY UNDER DEPT. of CORRECTION SUPERVISION:** NO/YES **(IF YES, WHAT):**_____

**ARE YOU RELATED TO OR KNOW ANYONE INCARCERATED AT A DOC FACILITY;** NO/ YES

**IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM:** _____

**SECTION 2: JUSTIFICATION FOR SECURITY CLEARANCE REQUEST** ***DO NOT COMPLETE THIS SECTION IF APPLYING FOR AN OFFENDER VISIT. IF REQUESTING ONE-TIME PRISON ACCESS FOR A SINGLE EVENT, ONLYANSWER THE QUESTIONS MARKED WITH AN ASTERISK (*).***

***REASON FOR CLEARANCE:** _____

***DATE(S) OF ACTIVITY:** _____ ***ORGANIZATION:** _____

***PROGRAM NAME:** _____

***JOB TITLE:** _____ ***HOW LONG EMPLOYED/VOLUNTEERING:** _____

**ORGANIZATION ADDRESS, PHONE NUMBER, AND EMAIL:**

_____
_____
_____

**WHAT TYPE OF VOLUNTEER OR PROFESSIONAL SERVICES WILL YOU BE PROVIDING?**

_____
_____
_____

**DESCRIBE YOUR QUALIFICATIONS FOR PROVIDING PROFESSIONAL OR VOLUNTEER SERVICES:**

_____
_____
_____
_____

**LIST ANY PAST OR PRESENT PROFESSIONAL OR VOLUNTEER ORGANIZATIONS YOU PARTICIPATED IN (INCLUDE NAME, LENGTH OF SERVICE, CONTACT PERSON, AND PHONE NUMBER OR EMAIL):**

_____
_____
_____
_____

**SECTION 3: PLEASE READ AND SIGN** ***ALL APPLICANTS MUST COMPLETE THIS SECTION***
I understand that DOC authorities will verify my criminal record information. I also understand that my application may be rejected for any reason.

**SIGNATURE:** _____ **DATE:** _____

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**DOC USE ONLY:**

**The following is the result of the DELJIS and NCIC records checks:**

**DELAWARE WANTS/WARRANTS_____DELWARE CRIMINAL HISTORY_____**

**NCIC WANTS/WARRANTS_____NCIC CRIMINAL HISTORY_____**

**DELJIS/NCIC**
**INVESTIGATOR_____SIGNATURE_____DATE_____**

**APPROVED_____ APPROVAL EXPIRES ON: _____**
**DENIED_____**

**IF DENIED, PLESE INDICATE REASON BELOW:**

**(1) Dishonest/incomplete application;**
**(2) Active pending charges/warrants/capiases;**
**(3) Any criminal conviction within the past two years;**
**(4) Any incarceration in a Delaware correctional facility within the past three years;**
**(5) Pending litigation against DOC involving applicant, arrest for escape, conviction for smuggling prison contraband, affiliation with confirmed security threat group, or previous institutional misconduct relating to the security, life, safety, and health of the facility while incarcerated;**
**(6) Other (See Investigation for info).**

**REVIEWER'S SIGNATURE:_____DATE:_____**

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# A GUIDE TO THE PREVENTION AND REPORTING OF SEXUAL ABUSE AND MISCONDUCT WITH OFFENDERS

## PREA Information for Contractors, Vendors, and Volunteers with Limited Contact with Offenders

***Please Read, Sign, and Return this Acknowledgement Form with the Security Clearance Application***

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### Staff Sexual Misconduct

Delaware Department of Correction (DDOC) policy 8.60 specifically forbids any activity associated with or that promotes acts of sexual conduct, including sexual harassment between offenders and DOC staff. In this definition, "staff" includes: contractors, vendors and volunteers of the DOC. An "offender" means someone incarcerated in a correctional facility or under supervision in the community. DDOC policy 8.60 contains detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature (Policy 8.60 is available on the DDOC website at: http://www.doc.delaware.gov/downloads/policies/policy_8-60.pdf)

**Forms of sexual misconduct include, but are not limited to:**

1. Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.
2. Inappropriate touching between offenders and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

Depending on the investigation findings of an alleged incident, the outcome may result in the loss of your job/assignment and the possibility of criminal charges. In addition, persons accused of sexual harassment in civil or criminal proceedings may be held personally liable for damages to the person harassed.

### An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.).
As a DOC contractor, vendor or volunteer, your designated assignments place you in a position of authority over the offenders with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, evaluate work performance, and/or provide input to issues that affect release dates, return to prison, or other sanctions.

Because of the imbalance of power between offenders and staff, vendors, contractors and volunteers, there can never be a consensual relationship between staff and offenders. In fact, the law states "consent" is not a defense to prosecution. Here are some factors to consider.

Some staff don't think of offenders as 'victims' of staff sexual misconduct, especially when the offender appears to be a willing participant or even initiated the sexual or 'romantic' interactions with a staff member. The offender is always the victim because of the imbalance of power. The consent or willingness of an offender to participate may be a survival strategy or a learned response to previous or current victimization. Many offenders have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of affection/love may be skewed by this background of abuse, making it impossible for them to refuse advances of a staff member.

In some instances, particularly for female offenders, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries at all times. Boundaries in relationships can be difficult. If you question your professional boundaries with an offender or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a DOC employee before it gets out of control.

**Red Flags:**

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender

**Some Other Things to Consider:**

Amorous or sexual relationships with an offender are seldom a secret. Such behavior will subject you to disrespect and manipulation from other offenders that may be aware of your situation. Once in a relationship, professional judgment becomes clouded and the normal defenses that exist to protect you will be compromised. When acting on emotions, you may take actions that would otherwise be considered inappropriate in a correctional environment (either in custody or in the community).

Amorous or sexual relationships are inappropriate and illegal when they occur between an offender and any staff member, contractor, vendor or volunteer. Offenders depend upon staff to provide for their board and care, ensure their safety, address their health care needs, supervise their work and conduct, and act as role models for socially acceptable conduct. Your conduct and the decisions you make reflect not only on your own reputation, but also on that of your peers and the agency you represent.

NOT FOR BIDDING PURPOSES

**How to Maintain Appropriate Boundaries:**

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with offenders
- Do not share your own or other staff person's personal information with or around offenders
- When speaking to offenders about other staff, refer to the staff by their title or as Ms. or Mr.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

**A Duty to Report**

Staff must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by staff compromises the security and safety of the agency. Staff that fail to report such behavior will be held accountable and sanctioned through dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

**I HAVE READ AND UNDERSTAND THE INFORMATION PROVIDED IN THIS DOCUMENT.**

**SIGNATURE:**_____ **DATE:** _____

**PRINTED NAME:** _____

**ORGANIZATION / COMPANY** _____

**PROGRAM NAME:** _____

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**SECTION 01 10 00**

**SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contract.
4. Coordination with occupants.
5. Work restrictions.
6. Access to site.
7. Protection of persons and property.
8. Specification and drawing conventions.
9. Coordination.
10. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: BWCI – Infirmary Expansion

1. Project Location: 660 Baylor Blvd., New Castle, Delaware, 19720

B. Owner's Representative: OMB/DFM.

1. Address: Haslet Armory, 122 Martin Luther King Jr. Blvd., Dover, DE 19901

C. Owner: DFM

1. Address: Haslet Armory, 122 Martin Luther King Jr. Blvd., Dover, DE 19901
2. Project Representative: Patrick McKenna (OMB/DFM Construction Project Manager)

D. Project Representative: Patrick McKenna (OMB/DFM Construction Project Manager)

NOT FOR BIDDING PURPOSES

1. Project Representative will provide assistance in administering the Contract for Construction between Owner and Contractor, according to provisions of Division 01 Section, "Project Management and Coordination".

E. Architect: Tetra Tech Inc.

1. Address: 240 Continental Drive, Suite 200, Newark, DE 19713.

   a. Architect Representative: Leila Hamroun

2. The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

   a. CDA Engineering, Civil Engineers

F. Codes:

1. 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.
2. Building Code in Effect for Project:

   a. International Building Code (IBC) – 2021
   b. International Existing Building Code (IEBC) – 2021
   c. International Plumbing Code (IPC) – 2021
   d. International Mechanical Code (IMC) - 2021
   e. International Energy Conservation Code (IECC) – 2018
   f. Life Safety Code NFPA 101 – 2021 (National Fire Protection Association)
   g. 2021Delaware State Fire Prevention Regulations
   h. State of Delaware Architectural Accessibility Standards
   i. ICC / ANSI A117.1 (2009)
   j. ADAAG ADA Accessible Guidelines for Building and Facilities.
   k. NFPA 70, National Electrical Code 2020

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Renovation of the existing BWCI Infirmary area and a new addition / expansion to create a new Health Services Center.

2. The Project has an existing space of approximately 4,300 sf and the new addition will be approximately 11,000 sf., for approximately 15,300 +/- gross square feet. There will be some sitework to accommodate the new facility. The project will be done in a minimum of two phases. The new construction will be first phase, and the renovation will be the second phase. The first phase addition will provide additional space for Administration, Inpatient, and Outpatient functions. During the first phase there will be some minor renovation in the existing warehouse section of the facility.

NOT FOR BIDDING PURPOSES

3. The scope of work also includes all related civil, site, architectural, structural, mechanical, plumbing, electrical, IT/Telecom, fire protection, and other appurtenances as indicated in the bid documents.

4. Type of Contract: Project will be constructed under a Single Prime Contract.

## 1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

## 1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

NOT FOR BIDDING PURPOSES

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Must be arranged in advance.
2. Early Morning Hours: Provide 72 hours' notice.
3. Hours for Utility Shutdowns: Provide 72 hours' written notice.
4. Hours for Core Drilling: Provide 72 hours' written notice.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect or Owner not less than three (3) days in advance of proposed utility interruptions.
2. Obtain Architect and Owner written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
2. Obtain Architect and Owner written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances Project site is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements drug and background screening of Contractor personnel working on Project site.

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

H. Background Checks

1. Criminal background checks shall be submitted for all on-site workers to the Owner for review and approval prior to work on site. The following information will be required for everyone proposed to be on-site:
   a. Full Name of Crew Member.
   b. Physical home Address (P.O. is not acceptable).
   c. Driver's License Number and State of Issuance.

2. Criminal background checks shall be reviewed, and approval issued by DOC.

NOT FOR BIDDING PURPOSES

1.8 ACCESS TO SITE

A. General: Confine operations at the site to the areas permitted under the Contract. Use of premises by Contractor to be limited to specified work areas, approved storage areas, and staging areas. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project renovations.

1. Limits: Confine construction operations to Limits of Disturbance.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials, except as directed in writing by the Owner's Representative.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

3. Do not encumber the site with materials or equipment. Confine stockpiling of materials to the areas directed in writing by the Owner's Representative. If storage is necessary, obtain and pay for such storage beyond the secure perimeter or off site.
4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment when parked and unattended to prevent unauthorized use. Do not leave such vehicle or equipment unattended with the motor running or the ignition key in place.
5. Parking areas for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require its personnel to park in this designated area and not any area, which may interfere with the Owner's normal operations.
6. Materials and toolboxes will be checked each time they are brought into and out of the secure perimeter and the facility. A list of each item in toolboxes, storage containers, etc., brought into the facility must be presented to the Owner's Representative at every occurrence. This list will be used as a check list when these items are removed from the facility. Materials and tools can be secured in the Contractor-supplied storage boxes, which can be located adjacent to the work area.
7. The Contractor may be requested to leave the site immediately or not enter in the event of an emergency situation.
8. The Contractor will be briefed informally the first day of work as to applicable protocols.
9. It is mandatory that the Contractor does not interact with the inmates. Any interaction is grounds for dismissal.
10. There are restrictions as to the number of times the Contractor may enter / exit the site. It is highly recommended that these occurrences be kept to a minimum. Persons entering and exiting and their toolboxes, materials, etc., will be searched and subjected to metal detection. The Contractor must expect and plan upon delays entering and exiting the facility.

NOT FOR BIDDING PURPOSES

1.9 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall provide ample and approved provisions for the protection of any area, which may be considered a hazard for any persons and vehicles operating in the area. All hazards such as trenches, shafts, stored material, work areas, etc., shall be neatly barricaded and lighted.

1. The safeguard measures for this project shall comply, at a minimum, with all applicable sections of the Occupational, Health, and Safety Act, with the latest addenda.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.11 COORDINATION

A. General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of the demolition activity through the project closeout and warranty periods.

B. Copies of governing regulations, which have a bearing on the performance of the work, can be obtained from or reviewed at the local, State, or Federal Agency responsible for the regulation in each case.

C. Miscellaneous elements of information having a bearing on the performance of the work, such as weather forecasts and reports of general trade union negotiations; copies must be obtained by the Contractor through normal channels of information.

D. Measurements: Verify dimensions of existing work. Any discrepancy between drawings and / or specifications and existing conditions shall be referred to the Architect in writing for

NOT FOR BIDDING PURPOSES

adjustment before the work affected thereby has been performed. In the event of the Contractor's failure to give such notice, he will be held responsible for the results of any discrepancies and cost of rectifying same.

1.12 MISCELLANIOUS PROVISIONS

A. 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. Refer to section 01 32 00 "Construction Progress Documentation for additional information and requirements".

B. Delivered Materials: Under no circumstances will the OMB/DFM or DOC employees sign as received any materials delivered to the job.

C. Permit and Licenses: All required permits will be paid for and obtained by the Contractor. In addition, all Contractors must be licensed by the State of Delaware and New Castle County.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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**SECTION 01 21 00**

**ALLOWANCES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency Allowances.

C. Related Sections include the following:

1. Spec Section 00 63 73 Allowance Authorization Form, used to process charges to the Allowance.

1.3 COORDINATION

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

1.4 CONTINGENCY ALLOWANCES

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

B. Contractor's overhead, and profit ordered by Owner under the Contingency Allowance are already included in the allowance and are part of the Contract Sum.

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

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

A. Coordinate materials and their installation for each Allowance with related materials and installations to ensure that each Allowance item is completely integrated and interfaced with related work. The General Contractor shall be responsible for any necessary work that is not covered in each vendor's proposal indicated in the Schedule of Allowance.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of $500,000.00 for use according to Owner's written instructions.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

# CONTINGENCY ALLOWANCES AUTHORIZATION

**Project: BWCI – Infirmary Expansion**

**Architect:** **Tetra Tech**

**Project No. 213-26912-22005**

**OMB/DFM No.: MJ3804000111**

**Contractor:**

**AA No.:**

**Initiation Date:**

**The Allowance is allocated as follows:**

| | |
|---|---|
| Total original Contract Allowance was: | $ 500, 000.00 |
| Amount of Contract Allowance Access previously authorized: | $ |
| Adjusted Contract Allowance prior to this authorization is: | $ |
| The amount of available Allowance will Decrease by this Access Authorization: | $ |
| The remaining Contract Allowance, after this Access Authorization will be: | $ |

**Recommended by:**
**Architect**

By (Signature): _____
Date: _____

**Accepted by:**
**Contractor**

By (Signature): _____
Date: _____

**Approved by:**
**Owner**

By (Signature): _____
Date: _____

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**SECTION 01 23 00**

**ALTERNATES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

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

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to Alternates.

C. Execute accepted Alternates under the same conditions as other work of the Contract.

NOT FOR BIDDING PURPOSES

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each Alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: TO BE DETERMINED.

1. Base Bid: Provide XXX as Base Bid.
2. Alternate: Provide cost for XXX (Alternate No. 1) as specified in specification Section XXX "XXX".

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 01 25 00**

**SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form:
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

NOT FOR BIDDING PURPOSES

b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

B. Quality Assurance

1. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

NOT FOR BIDDING PURPOSES

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed unless otherwise indicated.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed/the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.

NOT FOR BIDDING PURPOSES

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 01 26 00**

**CONTRACT MODIFICATIONS PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Spec Section 01 21 16 "Allowance Authorization Form" used for processing of Allowance.
2. Spec Section 01 21 00 "Allowances" for procedural requirements for handling and processing allowances.

1.4 PROPOSAL REQUESTS

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

1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

1.5 ALLOWANCES

A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

NOT FOR BIDDING PURPOSES

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 01 29 00**

**PAYMENT PROCEDURES**

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 01 26 00 "Contract Modifications Procedures" for administrative procedures for handling changes to the Contract.
3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

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

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

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

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

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

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

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

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

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

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

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9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

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

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

## 1.5 APPLICATIONS FOR PAYMENT

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

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

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

C. Payment Application Times: Submit Application for Payment to Architect by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

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

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

E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.

F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

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

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

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4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

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

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

I. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

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

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

K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

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

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4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Sustainable design submittal for project materials cost data.
4. Contractor's construction schedule (preliminary if not final).
5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
6. Products list (preliminary if not final).
7. Sustainable design action plans.
8. Schedule of unit prices.
9. Submittal schedule (preliminary if not final).
10. List of Contractor's staff assignments.
11. List of Contractor's principal consultants.
12. Copies of building permits.
13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
14. Initial progress report.
15. Report of preconstruction conference.
16. Certificates of insurance and insurance policies.
17. Performance and payment bonds.
18. Data needed to acquire Owner's insurance.

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

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

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

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

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8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 01 31 00**

**PROJECT MANAGEMENT & COORDINATION**

NOT FOR BIDDING PURPOSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:

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

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

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

1. Spec Section 01 77 00 "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

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

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

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

1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of the Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

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

1.5 PROJECT MEETINGS

A. General: The Architectural/Engineering Consultant shall Schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Owner and the Contractor of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and the Architect, within 3 days of the meeting.

B. Preconstruction Conference: The Architectural/Engineering Consultant shall Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference

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at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of the Owner, the Contractor, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing.
    d. Designation of responsible personnel.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of Record Documents.
    j. Use of the premises.
    k. Responsibility for temporary facilities and controls.
    l. Parking availability.
    m. Office, work, and storage areas.
    n. Equipment deliveries and priorities.
    o. First aid.
    p. Security.
    q. Progress cleaning.
    r. Working hours.

C. Progress Meetings: The Architectural/Engineering Consultant shall conduct progress meetings at bimonthly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.

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

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.

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7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.
14) Documentation of information for payment requests.

2. Reporting: The Architectural/Engineering Consultant shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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**SECTION 01 31 13**

**PROJECT COORDINATION OF TRADES**

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Applicable provisions of the entire Project Manual, including Addenda, shall govern this section as fully as if repeated herein.

B. This section is for guidance only and does not relieve the Prime Contractor of the total responsibility for the proper completion of this work.

1.2 CUTTING AND PATCHING

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

1.3 ABANDONMENT, REMOVAL AND RELOCATION

A. Prime Contractor and each Sub-Contractor shall perform all removal and relocation work related to their trade as required for installation of work installed for entire job and shall cooperate fully among themselves in these respects.

B. Removals shown on drawings are a general indication only and may not necessarily indicate the full extent of removals which may be required to complete this work.

C. The Prime Contractor shall seal all existing and resultant penetrations and voids and perform surface refinishing as required.

D. Each Contractor shall provide, erect and maintain barricades, guards, bracing, shoring, etc. required for the protection of their workers, the occupants of the building and the General Public.

E. During the course of this work, each Contractor shall, by means of canvasses, temporary partitions or otherwise as may seem expedient to them, protect the property and adjacent areas from damage, dirt and dust.

F. All demolition work is subject to the direction and approval of the Owner and Engineer and shall be performed in such manner as not to interfere with the normal operation of the building involved.

G. Where work under this contract interferes with the existing construction, piping, conduit, fixtures or equipment, remove the existing construction, piping, conduit or equipment and reroute to clear the obstruction providing additional piping and conduit, if necessary, of the same design and quality if the material, piping or conduit are to be continued in use.

H. Disconnect and remove all accessible piping, conduit, ductwork, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.

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I. Removed materials not desired by the Owner or not to be reset and not specified nor indicated to be reused, shall become the property of the Contractors and shall be promptly removed from the site. Refer to Spec Section 01 74 19 "Construction Waste Management & Disposal" for trash removal.

**END OF SECTION**

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**SECTION 01 31 20**

**PAYROLL REPORTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:

1. State of Delaware Payroll Reports.

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

1. Division 00 Section 00 62 76 "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 01 Section 01 31 00 "Project Management & Coordination" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

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

1.4 PAYROLL REPORTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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**SECTION 01 32 00**

**CONSTRUCTION PROGRESS DOCUMENTATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Construction photographs.

B. Related Sections include the following:

1. Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
2. Section 01 31 00 "Project Management and Coordination" for submitting and distributing Section 01 33 05 "Submittal Procedures and Requirements" for submitting schedules and reports.
3. Section 01 77 00 "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

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

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

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

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

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

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

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

G. Milestone: A key or critical point in time for reference or measurement.

H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.

C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

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E. Daily Construction Reports: Submit two copies at weekly intervals.

F. Material Location Reports: Submit two copies at weekly intervals.

G. Field Condition Reports: Submit two copies at weekly intervals.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time.

NOT FOR BIDDING PURPOSES

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

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

   a. Preparation and processing of submittals.
   b. Purchase of materials.
   c. Delivery.
   d. Fabrication.
   e. Installation.

2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

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

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

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

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C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION (not used)

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**SECTION 01 33 01**

**CADD RELEASE**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Related Sections include the following:

1. Division 00, Section 00 62 93 "Use and Indemnification Agreement"

PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 USE AND INDEMNIFICATION AGREEMENT

A. Instructions:

1. Tetra Tech does not charge contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format) because the Contractor is required to provide electronic as-built drawings from these files.

a. PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form.

2. For AutoCAD type files, the Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client. For the Use and Indemnification Agreement form, reference Section 00 62 93 "Use and Indemnification Agreement Form (CADD Release)."

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**SECTION 01 33 05**

**SUBMITTAL PROCEDURES AND REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTIONS INCLUDES

A. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Contractor's and Engineer's duties and responsibilities.

C. Submission Requirements: As required by the Contract Documents for all materials, products, equipment and systems to be furnished and installed under this Contract, unless specifically indicated otherwise.

D. Action Submittal and Informational Submittal: Description of submittal review dispositions and resubmissions.

1.2 RELATED SECTIONS

A. Section 01 25 00 "Substitution Procedures"

B. Section 01 31 00 "Project Management and Coordination"

C. Section 01 32 00 "Construction Progress Documentation"

D. Section 01 40 00 "Quality Requirements"

E. Section 01 77 00 "Closeout Procedures"

F. Section 01 78 23 "Operation and Maintenance Date"

G. Sections for Divisions 02 through 46—Required Submittals

1.3 DEFINITIONS

A. Contractor's Registered Design Professional (RDP): An individual representing the Contractor or his suppliers or subcontractors who is licensed to practice engineering as defined by the statutory requirements of the professional licensing laws in the state or jurisdiction in which the project is to be constructed.

B. "Or-Approved-Equal" Items: Material or equipment proposed by Contractor that is functionally equal to that named and sufficiently similar so that no change in related Work will be required.

C. Product Data: 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.

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D. Samples: Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

E. Shop, Fabrication and/or Layout Drawings: Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor, subcontractor at any tier, manufacturer, supplier or distributor, to illustrate some portion of the Work.

F. Submittals: Documents or materials submitted to the Engineer for review prior to installing the materials, products or components into the Work, as noted below:

1. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's responsive action.
2. Informational Submittal: Written information submitted by Contractor that may not require Engineer's review and disposition.
3. Submittals may be rejected for not complying with the terms and conditions of the Contract and project-specific requirements

G. Substitutions:

1. A request for use of an alternative material, equipment or procedure which is different than shown in the documents that provides performance equivalent to what is shown in the documents
2. Submit under provisions of Section 01 25 00 "Substitution Procedures"

1.4 GENERAL

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required.

B. Unless the specification or description contains or is followed by words reading that no like, no equivalent, or no "or-equal" item or no substitution is permitted, other items of material or equipment of other suppliers may be submitted to Engineer for review.

C. Product or equipment substitution requests must meet the same performance requirements as the specified product and are subject to review as a substitution and final disposition by Engineer per requirements of Section 01 25 00 "Substitution Procedures".

D. Construction Schedule: Designate in the construction schedule, or in a separate coordinated submittal registry/log or shop drawing schedule, the dates for submission and the dates that reviewed Action Submittals for Shop Drawings and Product Data are anticipated.

E. Submittal Registry/Log: Within 15 calendar days from execution of Contract a complete registry/log of anticipated submittals shall be delivered to Engineer. This registry/log shall include all items of work that will require review, submittal disposition and other required comments before said materials, products, equipment or systems have been procured and/or delivered to the site.

1.5 SUBMITTALS

A. Electronic Submittals:

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1. Submittals shall, unless specifically accepted, be made in electronic format.
2. Each submittal shall be an electronic file in Adobe Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
3. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
4. PDF files shall be set to open "Bookmarks and Page" view.
5. Add general information to each PDF file, including: Title, subject, author, and keywords. PDF files shall be text searchable (OCR'd).
6. PDF files shall be set up to print correctly (legible and correctly sized) at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
7. Submit new and complete electronic files for each resubmittal.
8. Include a copy of the Contractor's Submittal Transmittal and Response form, or similar form with each electronic file. Contractor shall provide a sample form at Pre-Construction Conference.
9. Include Contractor and Engineer authorization to reproduce and distribute each file.
10. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

B. Shop, Fabrication and/or Layout Drawings—Drawings shall be presented in a clear and thorough manner:

1. Identify details by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
2. Identify equipment by reference to equipment name and tag number shown on Contract Drawings.
3. Scale and Measurements: Make drawings accurate to a scale with sufficient detail to show the kind, size, arrangement and function of component materials and devices
4. Minimum sheet size: 8-1/2 inch by 11 inch.
5. Fabrication/layout drawing size: 11 inch by 17 inch or 22 inch by 34 inch.

C. Product Data—Preparation:

1. Clearly mark each copy to identify pertinent products or models submitted for review.
2. Identify equipment by reference to equipment name and tag number.
3. Catalog cut sheets: Cross-out or delete irrelevant data.
4. Show performance characteristics and capacities.
5. Show dimensions and clearances required for installation and maintenance.
6. Show wiring or piping diagrams and controls.
7. Show external connections, anchorages, and supports required.

D. "Certificate of Compliance":

1. Provided by manufacturer or supplier in lieu of submittal data typically required, per Engineer's written authorization or as scheduled herein.
2. Certifies that product data or item identified in certificate is in total compliance with Contract Document requirements.
3. Specifically identifies project name and that there is no deviation from Contract Documents.
4. Identify equipment by reference to equipment name and tag number

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5. Identify limits of equipment, materials or work provided.
6. Provide for specific product data or item only as approved by Engineer or as indicated herein.

E. Construction Schedule: Designate in the construction schedule, or in a separate coordinated shop drawing schedule, the dates for submission and the dates that reviewed Action Submittals for Shop Drawings and Product Data will be needed.

F. Samples:

1. Copies: Two, unless otherwise specified in individual specifications.
2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:

   a. Manufacturer name.
   b. Model number.
   c. Material.

   d. Sample source.

3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
4. Full-size Samples:

   a. Size as indicated in individual specification section.
   b. Prepared from same materials to be used for the Work.
   c. Cured and finished in manner specified.
   d. Physically identical with product proposed for use.

G. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work by crossing out or omitting irrelevant data.
2. Supplement standard information to provide information specifically applicable to the Work.

H. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to Engineer.
2. Size or area: That specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to Engineer.

1.6 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will be available for Contractor's reference in preparing submittals.

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B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities:

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
3. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Identification:

1. Place a permanent label or title block on each submittal for identification.
2. Indicate name of firm or entity that prepared each submittal on label or title block.
3. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
4. Include the following information on label for processing and recording action taken:
5. Project name.
6. Date.
7. Name and address of Owner and Engineer.
8. Name and address of Contractor.
9. Name and address of subcontractor.
10. Name and address of supplier.
11. Name of manufacturer.
12. Unique identifier, including revision number.
13. Number and title of appropriate Specification Section.
14. Drawing number and detail references, as appropriate.
15. Other necessary identification.

D. Confirmation of compliance with Contract Documents:

1. Unless a Certificate of Compliance is permitted for material or equipment where specified, provide the following documents to demonstrate compliance with the Contract Documents:

a. Copy of relevant Drawings with all addendum updates that apply to equipment or systems in Divisions 25, 26, 33, 44 and 46 marked to show specific changes necessary for equipment proposed in Contractor's submittal:

1) If no changes are required, Drawing(s) shall be marked "no changes required".
2) Failure to include copies of relevant drawings with submittal, whether changes are required or not, shall be cause for rejection of entire submittal with no further review by Engineer.
3) Relevant Drawings include as a minimum control diagrams, process and instrumentation diagrams (P&IDs), and Process Drawings.

b. A copy of each pertinent specification section in Divisions 25, 26, 33, 44 and 46 with all addendum updates included, and all referenced and applicable

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specification sections, with their respective addendum updates included, with each paragraph check-marked to indicate specification compliance.

c. Otherwise mark to indicate requested deviations from specification requirements.

E. Identification of deviations from Contract Documents:

1. If Contractor proposes to provide material or equipment of work which deviates from the Contract Documents, indicate so under "deviations" on the transmittal form accompanying the submittal copies.
2. Identify all requested deviations as specified and on copies of specifications and Drawings.
3. Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
4. If deviations from specifications are indicated and, therefore requested by Contractor, the submittal shall be accompanied by a detailed, written justification for each deviation.
5. Failure to include a copy of marked-up specification sections, along with justification for any requested deviations to specification requirements, with the submittal shall be cause for rejection of the entire submittal with no further review by Engineer.

F. Transmittal:

1. Package each submittal individually and appropriately for transmittal and handling.
2. Engineer will discard submittals received from sources other than Contractor.
3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
4. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
5. Transmittal Form: Submit sample transmittal form for approval or use the sample form at the end of this Section for transmittal of submittals. Include an 8-inch by 4-inch blank space for Contractor's and Engineer's stamps.
6. Electronically stamp cover sheet of each submittal as identified in letter of transmittal
7. Contractor's stamp: Initialed or signed, certifying review and approval of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Use stamp to include wording similar to the following:

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

BY _____

G. Submittal Registry/Log:

1. Maintain an accurate submittal registry/log for duration of the Work showing current status of all submittals.

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2. Show submittal number, section number, section title, submittal description dates and disposition of submittal.
3. Make submittal registry/log available to Engineer for Engineer's review upon request.

H. Unless specified otherwise, make submissions in groups to facilitate efficient review and approval:

1. Include all associated items from individual specification sections to assure that all information is available for checking each item when it is received.
2. Submit a complete initial submittal including all components when an item consists of components from several sources.
3. Partial submittals may be rejected as not complying with provisions of the Contract
4. Engineer will not be held liable for delays due to poorly organized or incomplete submittals.
5. Do not include items from more than one specification section for any one submittal number.

I. Contractor may require subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, but such data shall remain between Contractor and his subcontractors and will not be reviewed by Engineer unless specifically called for within the Contract Documents.

J. All submittals for each component of multi-component systems shall be compiled and submitted through the Contractor to the Engineer by the manufacturer having system responsibility.

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

L. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.7 DISPOSITION OF SHOP DRAWINGS AND PRODUCT DATA

A. "No Exceptions Noted" – Acceptable with no exceptions noted:

1. Electronic copy returned to Contractor for his use:

a. One hard copy to be kept on file at Contractor's office at job site

2. No corrections or comments noted on submittal or in transmittal letter.
3. Issues or miscellaneous comments pertaining to other related items of the Work may be included.
4. Resubmission not required.

B. "Exceptions Noted – See Comments" – Acceptable with required exceptions/corrections noted:

1. Electronic copy returned to Contractor for his use:

a. One hard copy to be kept on file at Contractor's office at job site.

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b. Copies of submittal data in operation and maintenance manuals to be revised according to corrections.

2. Comply with corrections or comments as noted on submittal and in transmittal letter.
3. Resubmission not required.

C. "Revise And Resubmit" – Incorrect or specific information still required:

1. Copy of transmittal letter or submittal review comments sent to Contractor.
2. A submittal will be returned to Contractor upon resubmission and review completed per above disposition requirements
3. Submittal is either: incorrectly annotated; specific comments need to be addressed and incorporated in resubmittal; and/or additional information may be required as noted in transmittal letter or submittal review comments.
4. Submitted information may not include or address specific item required per the specification as identified in transmittal letter or submittal review comments.
5. Specific information related to identified item may be required for final approval of submittal
6. Resubmission of entire submittal may be required or resubmission of specific item may be required as identified in transmittal letter or submittal review comments.

D. "Rejected" – Returned for correction:

1. Copy of transmittal letter or submittal review comments sent to Contractor
2. Contractor required to resubmit complete submittal package in accordance with Contract Documents
3. Submittal does not comply with provisions of Contract Documents as noted in transmittal letter or submittal review comments
4. Resubmission required

E. "Receipt Acknowledged – For Information Only" – For general reference purposes only or for record copy:

1. Applicable to Certificates of Compliance, manufacturer and/or Contractor provided calculations, and other miscellaneous documentation not subject to Engineer review
2. Copy of transmittal letter or submittal review comments sent to Contractor
3. No further action: Detailed review and comment by Engineer not required
4. Resubmission not required

1.8 DISPOSITION OF SAMPLES

A. "No Exceptions Noted" – Acceptable with no exceptions noted:

1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file
4. Acknowledgment: Copy of transmittal letter or submittal review comments sent to Contractor
5. Resubmission not required

B. "Exceptions Noted – See Comments" – Acceptable with required exceptions/corrections noted:

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1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file
4. Acknowledgment: Copy of transmittal letter or submittal review comments sent to Contractor
5. Work performed or products furnished to comply with exceptions noted in acknowledgment
6. Resubmission not required

C. "Rejected" – Returned for correction:

1. One sample retained in Engineer's file
2. Remaining samples sent to Contractor for resubmittal and compliance with the Contract Documents as noted in transmittal letter or submittal review comments
3. Copy of transmittal letter or submittal review comments sent to Owner
4. Resubmission required

1.9 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in submittals required by Engineer and resubmit until considered acceptable.

B. Clearly include identification of revisions on resubmissions.

C. Transmit each resubmission under new letter of transmittal. Use number of original submittal followed directly by a capital letter corresponding to the number of times a submittal is resubmitted (i.e., 1, 1A, 1B, etc.)

D. Shop Drawings and Product Data:

1. Revise initial Drawings or data and resubmit as specified for the initial submittal
2. Indicate any changes which have been made other than those requested by Engineer

E. Samples: Submit new samples as required for initial submittal

F. Reimbursement of Resubmission Review Costs:

1. Review of first submittal and one resubmittal will be performed by Engineer at no cost to the Contractor
2. Costs for review of subsequent resubmissions will be directly paid by Contractor
3. Engineer will document work-hours required for review and costs for Engineer review will be deducted from payments due Contractor as Change Order deducts
4. Charges for review of resubmissions will include Engineer at maximum rate of $175 per hour and Document Control/Submittal Clerk at maximum rate of $78 per hour

1.10 ENGINEER'S DUTIES

A. Review submittals with reasonable promptness and in accord with accepted submittal schedule provided that each submittal has been called for by the Contract Documents and is stamped by Contractor as indicated above:

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1. In the event that Engineer will require more than 10 calendar days to perform an expedited submittal review as requested by Contractor, Engineer shall so notify Contractor or indicate so on the submittal schedule
2. No extensions of time are allowed due to Engineer's delay in reviewing submittals unless all the following criteria are met:

    a. Contractor has notified Engineer in writing that an expedited review of particular submittal in question is critical to the progress of the Work and Contractor has identified the requested submittal return date
    b. Engineer has failed to return submittal within 10days of receipt of the submittal or receipt of said notice, whichever is later
    c. Contractor demonstrates that delay in progress of the Work was directly attributable to Engineer's failure to return submittal within 10 days

3. No extensions of time are allowed due to delays in progress of the Work caused by rejection and subsequent resubmission of data, including multiple resubmissions

B. Review drawings and data submitted only for general conformity with Contract Documents:

1. Engineer's review of drawings and data returned marked "No Exceptions Noted" or "Exceptions Noted" does not indicate a thorough review of all dimensions, quantities, and details of material, equipment device or items shown
2. Engineer's review does not relieve Contractor of responsibility for errors, omissions or deviations nor Contractor's responsibility for compliance with the Contract Documents
3. Engineer's review shall not extend to means, methods, techniques, sequences, operations of construction, and safety precautions and programs incidental thereto. No information regarding these items will be reviewed whether or not included in submittals

C. Assume that no shop Drawing or related submittal comprises a deviation to the Contract Documents unless Contractor advises Engineer otherwise in writing which is acknowledged by Engineer in writing:

1. Consider and review only those deviations from the Contract Documents clearly identified as such in submittal and tabulated in the letter of transmittal
2. At the discretion of Engineer, notify Contractor that review of specific deviations will be reviewed under provisions of Section 01 25 00 "Substitution Procedures"

D. Return submittals to Contractor for distribution or for resubmission

E. Transmit, unreviewed, to Contractor all submittals received directly from suppliers, manufacturers and subcontractors

F. Transmit, unreviewed, to Contractor all submittals not called for by the Contract Documents or which have not been approved by Contractor

G. Engineer will not review uncalled-for shop drawings or product data except by special arrangement

H. Affix stamp and indicate submittal disposition or resubmission requirements with the following stamp:

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ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL IS ONLY TO DETERMINE IF THE ITEMS COVERED BY THE SUBMITTAL WILL CONFORM TO THE CONTRACT DOCUMENTS AND BE COMPATIBLE WITH THE DESIGN CONCEPT OF THE COMPLETED PROJECT. ARCHITECT/ENGINEER'S REVIEW DOES NOT EXTEND TO MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION OR TO SAFETY PRECAUTIONS OR PROGRAMS INCIDENT THERETO. ARCHITECT/ENGINEER'S REVIEW OF THIS SUBMITTAL DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND IS REFERRED TO THE SPECIFICATIONS FOR MORE DETAIL REGARDING THE CONTRACTOR'S RESPONSIBILITIES FOR SUBMITTALS.

| | |
|---|---|
| NO EXCEPTIONS TAKEN | |
| EXCEPTIONS NOTED | |
| REVISE & RESUBMIT | |
| ACKNOWLEDGE RECEIPT / FOR INFORMATION ONLY | |

SEE TRANSMITTAL FOR FURTHER COMMENTS

BY: _____ DATE: _____

TETRA TECH, INC.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ACTION SUBMITTALS

A. Confirm and comply with requirements of individual technical specifications for Divisions 02 through 46.

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

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

a. Manufacturer's written recommendations.

b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.
l. Compliance with recognized testing agency standards.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

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

1. Preparation: Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 22 by 34 inches.

D. Coordination Drawings: Comply with requirements in Division 01, Section 01 31 00 "Project Management and Coordination".

E. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01, Section 01 40 00 "Quality Requirements" for mockups.
2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified,

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and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:

   a. Generic description of Sample.
   b. Product name or name of manufacturer.
   c. Sample source.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

   a. Size limitations.
   b. Compliance with recognized standards.
   c. Availability.
   d. Delivery time.

6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

   a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
   b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

7. Number of Samples for Initial Selection: Submit four (4) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

   a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

8. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

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

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F. Product Schedule or List: Prepare a written summary indicating types of general products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.

G. Delegated-Design Submittal: Comply with requirements in Division 01, Section 01 40 00 "Quality Requirements" and per related technical specification.

H. Submittals Schedule: Comply with requirements in Division 01, Section 01 32 00 "Construction Progress Documentation" and as specified herein.

I. Contractor's Construction Schedule: Comply with requirements in Division 01, Section 01 32 00 "Construction Progress Documentation" for action.

J. Application for Payments: Comply with requirements of Contract Documents and Division 01, Section 01 29 00 "Payment Process".

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

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

3.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections:

1. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency, or design professional responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company.
2. Test and Inspection Reports: Comply with requirements in Division 01, Section 01 40 00 "Quality Requirements".

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and Owners, and other information specified.

C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

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E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

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

K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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

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

N. Operation and Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01, Section 01 78 23 "Operation and Maintenance Data".

O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of

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assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations:

1. Include page numbers.

P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

**END OF SECTION**

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**SECTION 01 35 53.16**

**DOC SECURITY REQUIREMENTS AND PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.

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

1.2 RELATED REQUIREMENTS

A. The following list of specifications

1. Section 00 81 16 "Delaware DOC Security Forms"
2. Section 01 10 00 "Summary"
3. Section 01 50 00 "Temporary Facilities and Controls"

1.3 SECURITY PROGRAM

A. Protect Work, existing premises and State of Delaware Office of Management & Budget (OMB) - Division of Facilities Management's operations from theft, vandalism, and unauthorized entry.

B. Initiate program in coordination with State of Delaware OMB - Division of Facilities Management's existing security system at project mobilization.

C. Maintain program throughout construction period until State of Delaware OMB - Division of Facilities Management acceptance precludes the need for Contractor security.

1.4 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

C. Maintain log of workers and visitors, make available to State of Delaware OMB - Division of Facilities Management on request.

D. Department of Correction (DOC) shall control entrance of persons and vehicles related to State of Delaware OMB - Division of Facilities Management's operations.

NOT FOR BIDDING PURPOSES

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

1.5 PERSONNEL IDENTIFICATION AND BACKGROUND CHECK

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

1.6 GENERAL REQUIRMENTS

A. When workers are finished for the day, all tools will be accounted for by the worker and the escorting officer.

B. Workers once entering controlled areas are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.

C. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.

D. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.

E. Anything of unusual nature such as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.

F. In the event that construction requires disruption of plumbing, electrical power, etc., the facility's Maintenance Superintendent must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.

G. Workers shall be subjected to all rules and regulations. Contractors are expected to follow the directive of any DOC uniformed personnel. Failure to comply with a directive will result in being escorted out of the institution and being banned from entering the institution until the Security Superintendent and/or the Warden has reviewed the case.

H. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. as an example of past projects at a Department of Correction site, it takes between one half (1/2) hour to one (1) hour each to enter or leave the facility.

I. Normal work hours are from 7:00AM until 3:00PM Monday thru Friday. Contractor must be ready to enter gate at 7:00AM with cleanup and tool inventory completed and ready to exit facility by 2:45PM.

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1.7 SPECIAL REQUIREMENTS

A. Materials shall be moved through the buildings using rubber tired vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.

B. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.

C. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.

D. Existing streets, pavements, lawns, curbs, and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner, Construction Manager, and local authorities.

E. Open trenches must be barricaded. Nothing which can be used as a weapon or could conceal an inmate can be used as a barricade. Contractors are directed to use plastic tape and the existing trees, shrubbery, or fences where available.

F. No dumping will be allowed on the project site. Trash, debris, and waste must be removed from the compound daily and from the site as required or directed.

1.8 SITE SECURITY

A. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.)

1. Access to the DOC Facility will be through a Main (Visitor) Gate or a SallyPort, as directed by the facility. Each contractor must have passed a security/background check. A state issued photo ID will need to be furnished to the Security Officer before a Visitor Pass can be issued to the contractor.

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

2. Assigning Men to the Site

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

3. Tools and Materials

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

4. Prison Records

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

5. Workmen Lunch Area/Searches

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

6. Prohibited Items

a. The following items are prohibited from being brought onto the prison grounds and construction site:

1) Any intoxicating beverage.
2) Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician.
3) Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized by the institution and/or Departmental Administration.
4) Any instrument that may be used as an aid in attempting an escape.
5) Hypodermic needle, syringe or article, instrument or substance specifically prohibited by the institution administration except as authorized.

7. Working Dress and Workmen

a. Workmen will maintain proper attire while working at the institution.

1) Short pants, open toed shoes, or bare chest are not permitted.

8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article without the proper authorization from the Maintenance Superintendent.
10. You are not authorized to roam at will throughout the prison. You will restrict yourself to going directly to those places where your work is conducted and remaining away from areas where you have no business.
11. Stopping to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.) is prohibited. Also no affectionate or intimate behavior between official visitors and inmates is permitted.

NOT FOR BIDDING PURPOSES

12. Your automobile is to be parked in a location designated by the facility's Maintenance Superintendent or Security. Parked vehicles must always have the ignition locked and if the interior of the car contains packages, clothing, or any other removable articles, the doors must be locked as well.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. You are not authorized to escort any person, not previously approved, onto the prison grounds or into the prison.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or prison personnel is strictly prohibited.
16. The use of indecent, abusive or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which you are working, it is advisable that you communicate this confidentially to the Maintenance Superintendent.
19. Tool and Equipment Safety

    a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc. ) in secure containers at all times, in compliance with OSHA regulations.
    b. Tools: Maintain tools and related equipment (e.g., sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
    c. Powder Actuated Tools: Comply with Owner's Manual, and Maintenance Superintendent directions for control of powder used and storage.
    d. Tool boxes shall be kept locked at all times.

20. Construction Personnel Vehicle Parking

    a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
    b. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.
    c. Vehicle inspections may be conducted at the discretion of the Maintenance Superintendent for the duration of the Contract.
    d. Vehicles should be kept clean. Trash within the vehicle increases the amount of time it takes the guards to inspect vehicle.
    e. Do not leave keys in vehicles whether locked or unlocked.

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

## 1.9 FIRE PROTECTION

A. Protect and maintain fire department facilities (e.g., sprinkler heads, hydrants, wire, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.

B. Maintain unobstructed access to the following at all times: Fire hydrants, and fire alarm boxes.

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C. Immediately notify the Fire Department in the event of accidental damage to fire department facilities.

D. Immediately restore damage facilities to original conditional at no increase to the Contract Sum.

1.10 RESPONSIBLITY FOR DAMAGE AND CARE OF STATE PROPERTY

A. The contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.

B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner of the highest level of workmanship in the trade. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

C. Workmen like care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

3.1 THE CONTRACTOR TOOL/EQUIPMENT FORM SHALL BE COMPLETED AND SIGNED BY ALL CONTRACTOR PERSONNEL PRIOR TO ENTERING A DOC FACILITY. THE FOLLOWING REQUIREMENTS APPLY:

A. An original signed and dated tool/equipment form shall be prepared each day.

B. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.

C. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.

D. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.

E. Prior to entering and exiting secured areas of a Department of Correction facility, the daily tool/equipment inventory shall be reviewed and signed by the escorting officer.

F. If, prior to exiting a secured area, the preparer of this form determines that he or she cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.

NOT FOR BIDDING PURPOSES

G. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on this form, then the Department of Correction staff will hold the group of contractor employees in the secure area until the discrepancy is resolved.

H. The following list of tools and equipment is representative of the items inventoried on the form. All tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. There are no exceptions to this rule. List all tools for example hand tools (ex. hammers, pliers, wrenches, and screwdrivers), electrical tools (ex. measuring equipment, splicing equipment), power tools (ex. drills, saws, demolition equipment) and supplies (saw blades, drill bits, fasteners). List all other equipment (ex. Two-way radios, writing pads, pens, pencils, etc.). However, the list may be expanded to cover equipment specific to a scope of work or project.

I. Items not permitted include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives, spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.

J. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

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**SECTION 01 40 00**

**QUALITY REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Section 01 21 00 "Allowances" for testing and inspection allowances.

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

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1. Mockups are used for one or more of the following:

    a. Verify selections made under Sample submittals.
    b. Demonstrate aesthetic effects.
    c. Demonstrate the qualities of products and workmanship.
    d. Demonstrate successful installation of interfaces between components and systems.
    e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED DESIGN SERVICES

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

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

NOT FOR BIDDING PURPOSES

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

## 1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

## 1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

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D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.

NOT FOR BIDDING PURPOSES

2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

NOT FOR BIDDING PURPOSES

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

NOT FOR BIDDING PURPOSES

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor's Responsibilities:

   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
   e. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

   a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.

NOT FOR BIDDING PURPOSES

8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.

    a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

NOT FOR BIDDING PURPOSES

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

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1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified **testing agency** and **special inspector** to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Owner’s and authorities' having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

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3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION**

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**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

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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, may apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Engineer, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Owner will provide sewer-service for the project. Contractor shall be required to use the toilet rooms located in the Loading Dock area and shall coordinate with the Courthouse's Facility Management.

C. Water Service: Owner will provide on-site access to water service used by all entities for construction operations.

D. Electric Power Service: Owner will provide on-site access to electric-power-service used by all entities for construction operations. Contractor shall furnish all necessary equipment to facilitate connection to power including coordination of permits with any inspection agency and or installation.

E. Upon completion of the project and prior to demobilization the Contractor shall at his or her sole expense, remove any temporary utility service equipment and restore the service location to its pre-construction condition.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation.

Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. Waste handling procedures.
3. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines.

## 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

# PART 2 - PRODUCTS

## 2.1 TEMPORARY FACILITIES

A. Field Offices, General: Shall be set-up in the building.

B. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Drinking water and private toilet.
3. Coffee machine and supplies.
4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Storage or Fabrication Sheds: Provide sheds sized, furnished, and equipped or fenced around to accommodate materials and equipment for construction operations as needed for secure area for equipment.

1. Store combustible materials apart from building.

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2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. Obtain permission from Owner to us existing Heating and Cooling equipment. Change filters monthly. Provide a set of clean filters when done and two (2) sets of spare filters.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
2. Area Available: Designated area as shown on Sheet CC-01.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed and remove prior to demobilization.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, if necessary, isolate the HVAC system in area where work is to be performed according to coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work if needed. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.

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3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Connect temporary service to Owner's existing power source, as directed by Owner.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

F. Post a list of important telephone numbers.

1. Police and fire departments.
2. Ambulance service.
3. Contractor's home office.
4. Contractor's emergency after-hours telephone number.
5. Architect's office.
6. Engineers' offices.
7. Owner's office.
8. Principal subcontractors' field and home offices.
9. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

## 3.3 SUPPORT FACILITIES INSTALLATION

A. Parking: Use designated areas of Owner's existing parking areas for construction personnel as directed.

B. Project Signs: Provide Project signs as need and approved by the OMB/DFM or DOC. Unapproved signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project or directions to construction field office.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

C. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management & Disposal."

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Execution portion of Section 01 74 19 "Construction Waste Management & Disposal."

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E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

F. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

## 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by existing entrance gates at south entrance.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security of construction area by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

E. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

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F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

I. Temporary Fire Protection: If necessary, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Items C, D, and E below apply only to existing facilities to remain.

C. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

D. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.

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3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

E. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Change over from using temporary security and protection facilities to permanent facilities must occur before Demobilization and prior to Substantial Completion.

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

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove

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soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

**END OF SECTION**

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**SECTION 01 73 29**

**CUTTING & PATCHING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including

B. Spec Section 00 73 13 "General and Supplementary Conditions" and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for "cutting and patching."

B. Related Sections include the following:

1. Divisions 03 through 09 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Fire-suppression systems.
2. Mechanical systems piping and ducts.
3. Control systems.
4. Communication systems.
5. Electrical wiring systems.

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C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

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

## 3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

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a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION**

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# SECTION 01 74 19

# CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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## PART 1 – GENERAL

### 1.1 SUMMARY

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

### 1.2 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.3 SUBMITTALS

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.

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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.

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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.

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B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

## 3.2 SOURCE SEPARATION

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

Separate recyclable materials by type.

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

## 3.3 CO-MINGLED RECYCLING

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

## 3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

## 3.5 UNIVERSAL WASTE DIVERSION

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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**

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

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**SECTION 01 77 00**

**CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Delaware Department of Transportation (DelDOT) Standard Specifications.

C. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

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1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.

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10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Include the following information at the top of each page:

   a. Project name.
   b. Date.

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c. Name of Architect.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated file.
c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

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B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

3.3 SUMMARY OF CLOSEOUT DOCUMENTS (provide 3 hard copies and 1 electronic (CD) copy)

A. Certificate of Substantial Competition (AIA Document G704)

B. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)

C. Contractor's Consent of Surety Company to Final Payment (AIA Document G707)

D. Contractor's Affidavit of Release of Liens (AIA Document G706A)

E. Copy of Letter of Guarantee and Warranty Information (three copies)

F. Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A)

G. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue)

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H. Operation and Maintenance Manuals (O&M)

I. Final Payment Application

J. Field Reports/Inspection Reports

K. Design Review Summary's

L. Meeting Minutes

M. General Correspondences

N. Record Shop Drawings and Submittals

O. As-built Drawings: All construction changes should be clouded and marked.

1. Updated CAD files to reflect changes and as-built conditions; AutoCadd dwg file 2010 to 2016 format.
2. Three (3) hard copies of As-builts.
3. Two (2) Sets of Drawing Disc updated with CAD files, Gold Foil, archival grade discs.

P. Copy of completed Final Punch List signed off by Owner's Rep.

Q. Punch List Closeout Letter

R. Warranties (Letter of Guarantee and Warranty Info)

S. Electrical Inspection Certificate (if required)

T. Bond Certification

**END OF SECTION**

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**SECTION 01 78 23**

**OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 01 33 05 "Submittal Procedures and Requirements" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect and Engineer's will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

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1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.
2. Submit three paper copies. Architect, through General Contractor, will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Engineer's will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Engineer's will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Engineer's comments and prior to commencing demonstration and training.

E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

## 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

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2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

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D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

## 1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

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D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.

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9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

## 1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format,

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identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

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1.11 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

NOT FOR BIDDING PURPOSES

NEW CASTLE COUNTY

# Statement of Special Inspections

**DEPARTMENT OF LAND USE**
87 READS WAY, NEW CASTLE, DE 19720
PHONE: 302-395-5400 • WWW.NCCDELU.ORG

REV. 04/13/2017

All New Castle County forms are available via the County website or Land Use customer service.

Project: DOC BWCI / Infirmary Expansion

Location: DOC BWCI / 660 Baylor Blvd, New Castle, DE 19720

Tax Parcel No.: _____ Permit Number: _____

Owner: _____

Design Professional in Responsible Charge: Andrew Coats

Business Name: Tetra Tech

Business Address: 240 Continental Dr., Suite 200, Newark, DE 19713

Business Telephone: 302-738-7551

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the 2015 International Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompasses the following disciplines:

- ☐ No materials or work will be undertaken that requires special inspections.
- ☑ Structural
- ☐ Architectural
- ☐ Mechanical/Electrical/Plumbing
- ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Code Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Code Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Code Official and the Registered Design Professional in Responsible Charge.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: or ☑ per attached schedule.

Prepared by:

Andrew Coats, PE
(type and print name)

Andrew Coats — Andrew Coats 2025.06.26 10:21:27-04'00' — 6/26/25
Signature — Date

Owner's Authorization:

_____
Signature — Date

*Design Professional Seal*

NOT FOR BIDDING PURPOSES

**DEPARTMENT OF LAND USE**
87 READS WAY, NEW CASTLE, DE 19720
PHONE: 302-395-5400 • WWW.NCCDELU.ORG

REV. 04/13/2017

Permit Number:_____

This Schedule of Special Inspections / Quality Assurance Plan include the following building systems and should accompany the Statement Special Inspections Form:

- ☑ Soil
- ☐ Driven Deep Foundations
- ☐ Cast-in-place Deep Foundations
- ☐ Helical Pile Foundations
- ☑ Concrete Construction
- ☑ Masonry Construction
- ☐ Wood Construction
- ☑ Steel Construction
- ☐ Fabricated Items
- ☐ Sprayed Fire-Resistant Materials
- ☐ Special Inspections for Wind Resistance
- ☐ Wind-Resisting Components
- ☐ Special Inspections for Seismic Resistance
- ☐ Testing for Seismic Resistance
- ☐ Mastic and Intumescent Fire-Resistant Coatings
- ☐ Fire-Resistant Penetrations and Joints
- ☐ Smoke Control
- ☐ Exterior Insulation and Finish System
- ☐ Special Cases

| **Special Inspection Agencies** | **Firm**<br>**Address, Telephone, E-Mail** | **Responsibility** |
|---|---|---|
| | | |
| 1. Special Inspection Coordinator | | |
| 2. Inspector | | |
| 3. Inspector | | |
| 4. Testing Agency | | |
| 5. Testing Agency | | |
| 6. Other | | |

NOT FOR BIDDING PURPOSES

# SCHEDULE OF SPECIAL INSPECTIONS

**INSPECTION DEFINITIONS:**

**PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and noted verification.

**OBSERVE:** Observe these items randomly during the course of each work day to insure that applicable requirements are being met. Operations need not be delayed pending these inspections at contractor's risk.

**DOCUMENT**: Document, with a report, that the work has been performed in accordance with the contract documents. This is in addition to any other reports required in the Special Inspections guide specification.

**CONTINUOUS:** Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

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The Seismic Design Category for this project is: ☐ A, ☒ B, ☐ C, ☐ D, ☐ E, ☐ F (check appropriate box)

NOT FOR BIDDING PURPOSES

**STRUCTURAL - STEEL – WELDING SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| STEEL INSPECTION PRIOR TO WELDING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table C-N5.4-1 | | |
|---|---|---|
| TASK | INSPECTION TYPE[1] | DESCRIPTION |
| 1. Verify that the welding procedures specification (WPS) is available | **PERFORM** | |
| 2. Verify manufacturer certifications for welding consumables are available | **PERFORM** | |
| 3. Verify material identification | **PERFORM** | Type and grade. |
| 4. Welder Identification System | **PERFORM** | The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type. |
| 5. Fit-up of groove welds (including joint geometry) | OBSERVE | ✓ Joint preparation<br>✓ Dimensions (alignment, root opening, root face, bevel)<br>✓ Cleanliness (condition of steel surfaces)<br>✓ Tacking (tack weld quality and location)<br>✓ Backing type and fit (if applicable) |
| 6. Configuration and finish of access holes | OBSERVE | |
| 7. Fit-up of fillet welds | OBSERVE | ✓ Dimensions (alignment, gaps at root)<br>✓ Cleanliness (condition of steel surfaces)<br>✓ Tacking (tack weld quality and location) |
| STEEL INSPECTION DURING WELDING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table C-N5.4-2 | | |
| TASK | INSPECTION TYPE | DESCRIPTION |
| 8. Use of qualified welders | **PERFORM** | Welding by welders, welding operators, and tack welders who are qualified in conformance with requirements. |
| 9. Control and handling of welding consumables | OBSERVE | ✓ Packaging<br>✓ Electrode atmospheric exposure control |
| 10. No welding over cracked tack welds | OBSERVE | |
| 11. Environmental conditions | OBSERVE | ✓ Wind speed within limits<br>✓ Precipitation and temperature |
| 12. Welding Procedures Specification followed | OBSERVE | ✓ Settings on welding equipment<br>✓ Travel speed<br>✓ Selected welding materials<br>✓ Shielding gas type/flow rate<br>✓ Preheat applied |

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.

| | | |
|---|---|---|
| | | ✓ Interpass temperature maintained (min./max.)<br>✓ Proper position (F, V, H, OH)<br>✓ Intermix of filler metals avoided |
| 13. Welding techniques | OBSERVE | ✓ Interpass and final cleaning<br>✓ Each pass within profile limitations<br>✓ Each pass meets quality requirements |

**STRUCTURAL - STEEL – WELDING SECTION (CONTINUED)**

| STEEL INSPECTION AFTER WELDING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table C-N5.4-3 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 14. Welds cleaned | OBSERVE | |
| 15. Size, length, and location of all welds | **PERFORM** | Size, length, and location of all welds conform to the requirements of the detail drawings. |
| 16. Welds meet visual acceptance criteria | **PERFORM AND DOCUMENT** | ✓ Crack prohibition<br>✓ Weld/base-metal fusion<br>✓ Crater cross section<br>✓ Weld profiles<br>✓ Weld size<br>✓ Undercut<br>✓ Porosity |
| 17. Arc strikes | **PERFORM** | |
| 18. k-area | **PERFORM** | When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks. |
| 19. Backing removed, weld tabs removed and finished, and fillet welds added where required | **PERFORM** | |
| 20. Repair activities | **PERFORM AND DOCUMENT** | |
| 21. Document acceptance or rejection of welded joint or member | **PERFORM** | |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

**STRUCTURAL - STEEL – BOLTING SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| STEEL INSPECTION TASKS PRIOR TO BOLTING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table C-N5.6-1 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Manufacture's certifications available for fastener materials | **PERFORM** | |
| 2. Fasteners marked in accordance with ASTM requirements | OBSERVE | |
| 3. Proper fasteners selected for joint detail (grade, type, bolt length if threads are to be excluded from shear plane) | OBSERVE | |
| 4. Proper bolting procedure selected for joint detail | OBSERVE | |
| 5. Connecting elements, including appropriate faying surface condition and hole preparation, if specified, meet applicable requirements | OBSERVE | |
| 6. Proper storage provided for bolts, nuts, washers, and other fastener components | OBSERVE | |
| STEEL INSPECTION TASKS DURING BOLTING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table C-N5.6-2 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 7. Fastener assemblies of suitable condition, placed in all holes and washers (if required) are positioned as required | OBSERVE | |
| 8. Joint brought to the snug-tight condition prior to pretensioning operation | OBSERVE | |
| 9. Fastener component not turned by the wrench prevented from rotating | OBSERVE | |
| 10. Bolts are pretensioned in accordance with RCSC Specification, progressing systematically from the most rigid point toward the free edges | OBSERVE | |
| STEEL INSPECTION TASKS AFTER BOLTING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC 1705.2.1, AISC 360-10: Table C-N5.6-3 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 11. Document acceptance or rejection of all bolted connections | **DOCUMENT** | |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

**STRUCTURAL - STEEL - NON DESTRUCTIVE TESTING SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| NONDESTRUCTIVE TESTING OF WELDED JOINTS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Section N5.5 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Use of qualified nondestructive testing personnel | **PERFORM** | Visual weld inspection and nondestructive testing (NDT) shall be conducted by personnel qualified in accordance with AWS D1.8 clause 7.2 |
| 2. CJP groove welds | OBSERVE | **[NOTE: DOR must delete this row if section D (SEISMIC PROVISIONS SECTION) is checked]** Dye penetrant testing (DT) and ultrasonic testing (UT) shall be performed on 20% of CJP groove welds for materials greater than 5/16" (8mm) thick. Testing rate must be increased to 100% if greater than 5% of welds tested have unacceptable defects. |
| 3. Welded joints subject to fatigue | OBSERVE | Dye penetrant testing (DT) and Ultrasonic testing (UT) shall be performed on 100% of welded joints identified on contract drawings as being subject to fatigue. |
| 4. Weld tab removal sites | OBSERVE | At the end of welds where weld tabs have been removed, magnetic particle testing shall be performed on the same beam-to-column joints receiving UT |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.

**STRUCTURAL - STEEL – AISC 341 REQUIREMENTS (SEISMIC PROVISIONS) SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| NONDESTRUCTIVE TESTING OF WELDED JOINTS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 341-16: Section J6.2 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| **[NOTE: DOR may uncheck this section for projects NOT designed in accordance with AISC 341 (Seismic Provisions) or for projects designed according to AISC 341, but using an R value equal to 3]** | | |
| 5. CJP groove welds | OBSERVE | Dye penetrant testing (DT) and ultrasonic testing (UT) shall be performed on 100% of CJP groove welds for materials greater than 5/16" thick (8mm). |
| 6. Beam cope and access hole. | OBSERVE | At welded splices and connections, thermally cut surfaces of beam copes and access holes shall be tested using magnetic particle testing (MT) or dye penetrant testing (DT), when the flange thickness exceeds 1 1/2 in. for rolled shapes, or when the web thickness exceeds 1 1/2 in. for built-up shapes. |
| 7. K-area NDT (AISC 341) | **PERFORM** | Where welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, the web shall be tested for cracks using magnetic particle testing (MT). The MT inspection area shall include the k-area base metal within 3-inches of the weld. The MT shall be performed no sooner than 48 hours following completion of the welding. |
| 8. Placement of reinforcing or contouring fillet welds | **DOCUMENT** | |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

**STRUCTURAL - STEEL - COMPOSITE CONSTRUCTION [1]**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| COMPOSITE CONSTRUCTION PRIOR TO PLACING CONCRETE – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 360-16: Table N6.1, AISC 341-16: Table J9.1 | | |
|---|---|---|
| TASK | INSPECTION TYPE [2] | DESCRIPTION |
| 1. Placement and installation of steel headed stud anchors | **PERFORM** | |
| 2. Material identification of reinforcing steel (Type/Grade) | OBSERVE | |
| 3. Determination of carbon equivalent for reinforcing steel other than ASTM A706 | OBSERVE | |
| 4. Proper reinforcing steel size, spacing, clearances, support, and orientation | OBSERVE | |
| 5. Reinforcing steel has not been re-bent in the field | OBSERVE | |
| 6. Reinforcing clearances have been provided | OBSERVE | |
| 7. Reinforcing steel has been tied and supported as required | OBSERVE | |
| 8. Composite member has required size | OBSERVE | |

**END SECTION**

**STRUCTURAL - STEEL - OTHER INSPECTIONS**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| OTHER STEEL INSPECTIONS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.2.1, AISC 341-16: Tables J8.1 & J10.1 | | |
|---|---|---|
| TASK | INSPECTION TYPE [2] | DESCRIPTION |
| 1. Anchor rods and other embedments supporting structural steel | **PERFORM** | Verify the diameter, grade, type, and length of the anchor rod or embedded item, and the extent or depth of embedment prior to placement of concrete. |
| 2. Fabricated steel or erected steel frame | OBSERVE | Verify compliance with the details shown on the construction documents, such as braces, stiffeners, member locations and proper application of joint details at each connection. |

NOT FOR BIDDING PURPOSES

[1] See Concrete Construction Section for all concrete related inspection of composite steel construction.

[2] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

| | | |
|---|---|---|
| 3. Reduced beam sections (RBS) where/if occurs | **DOCUMENT** | ✓ Contour and finish<br>✓ Dimensional tolerances |
| 4. Protected zones | **DOCUMENT** | No holes or unapproved attachments made by fabricator or erector |
| 5. H-piles where/if occurs | **DOCUMENT** | No holes or unapproved attachments made by the responsible contractor |

**END SECTION**

**STRUCTURAL - COLD-FORMED METAL DECK - PLACEMENT SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| METAL DECK INSPECTION PRIOR TO DECK PLACEMENT – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.1 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Verify compliance of materials (deck and all deck accessories) with construction documents, including profiles, material properties, and base metal thickness | **PERFORM** | |
| 2. Document acceptance or rejection of deck and deck accessories | **DOCUMENT** | |
| METAL DECK INSPECTION DURING DECK PLACEMENT – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.2 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 3. Verify compliance of deck and all deck accessories installation with construction documents | **PERFORM** | |
| 4. Verify deck materials are represented by the mill certifications that comply with the construction documents | **PERFORM** | |
| 5. Document acceptance or rejection of installation of deck and deck accessories | **DOCUMENT** | |
| METAL DECK INSPECTION AFTER DECK PLACEMENT – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.3 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

| | | |
|---|---|---|
| 6. Welding procedure specification (WPS) available | **PERFORM** | |
| 7. Manufactures certifications for welding consumables available | OBSERVE | |
| 8. Material identification (type/grade) | OBSERVE | |
| 9. Check welding equipment | OBSERVE | |

**END SECTION**

**STRUCTURAL - COLD-FORMED METAL DECK – WELDING SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| METAL DECK INSPECTION DURING WELDING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.4 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Use of qualified welders | OBSERVE | |
| 2. Control and handling of welding consumables | OBSERVE | |
| 3. Environmental conditions (wind speed, moisture, temperature) | OBSERVE | |
| 4. WPS followed | OBSERVE | |
| METAL DECK INSPECTION AFTER WELDING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.5 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 5. Verify size and location of welds, including support, sidelap, and perimeter welds. | **PERFORM** | |
| 6. Welds meet visual acceptance criteria | **PERFORM** | |
| 7. Verify repair activities | **PERFORM** | |
| 8. Document acceptance or rejection of welds | **DOCUMENT** | |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

**STRUCTURAL - COLD-FORMED METAL DECK – FASTENING SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| METAL DECK INSPECTION BEFORE MECHANICAL FASTENING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.6 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Manufacturer installation instructions available for mechanical fasteners | OBSERVE | |
| 2. Proper tools available for fastener installation | OBSERVE | |
| METAL DECK INSPECTION DURING MECHANICAL FASTENING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.7 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 3. Fasteners are positioned as required | OBSERVE | |
| 4. Fasteners are installed in accordance with manufacturer's instructions | OBSERVE | |
| METAL DECK INSPECTION AFTER MECHANICAL FASTENING – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>SDI QA/QC-2011, Appendix 1, Table 1.8 | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 5. Check spacing, type, and installation of support fasteners | **PERFORM** | |
| 6. Check spacing, type, and installation of sidelap fasteners | **PERFORM** | |
| 7. Check spacing, type, and installation of perimeter fasteners | **PERFORM** | |
| 8. Verify repair activities | **PERFORM** | |
| 9. Document acceptance or rejection of mechanical fasteners | **DOCUMENT** | |

**END SECTION**

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.

**STRUCTURAL - LIGHT GAUGE STEEL FRAMING AND/OR LIGHT GAUGE TRUSSES SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| LIGHT GAUGE STEEL CONSTRUCTION AND CONNECTIONS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC 1705.2.2, 1705.11.2, 1705.11.3, UFC 4 023 03 | | |
|---|---|---|
| TASK | INSPECTION TYPE[1] | DESCRIPTION |
| 1. Trusses spanning 60-feet or greater where/if applies | **PERFORM** | Verify that temporary and permanent truss restraint/bracing is installed in accordance with approved truss submittal package. |
| 2. Welded connections (seismic and/or wind resisting system) | OBSERVE | Visually inspect all welds composing part of the main wind or seismic force resisting system, including shearwalls, braces, collectors (drag struts), and hold-downs.<br>**[NOTE: DOR must identify critical wind and/or seismic force resisting welds in the contract drawings so that the special inspector can confirm compliance.]** |
| 3. Connections (seismic and/or wind resisting system) | OBSERVE | Visually inspect all screw attachment, bolting, anchoring and other fastening of components within the main wind or seismic force resisting system, including roof deck, roof framing, exterior wall covering, wall to roof/floor connections, braces, collectors (drag struts) and hold-downs.<br>**[NOTE: DOR must identify critical wind and/or seismic force resisting connection/fastener components in the contract drawings so that the special inspector can confirm compliance.]** |
| 4. Cold-formed steel (progressive collapse resisting system where/if applies) | OBSERVE | Verify proper welding operations, screw attachment, bolting, anchoring and other fastening of components within the progressive collapse resisting system, including horizontal tie force elements, vertical tie force elements and bridging elements (UFC 4 023 03).<br>**[NOTE: DOR must identify critical progressive collapse resisting connection/fastener components in the contract drawings so that the special inspector can confirm compliance.]** |

**END SECTION**

**STRUCTURAL - OPEN-WEB STEEL JOISTS SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| OPEN-WEB STEEL JOISTS AND JOIST GIRDERS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC TABLE 1705.2.3 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |

NOT FOR BIDDING PURPOSES

[1] **PERFORM**: Perform these tasks for each weld, fastener or bolted connection, and required verification.
**OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.

| | | |
|---|---|---|
| 1. Installation of open-web steel joists and joist girders | OBSERVE | ✓ End connections – welded or bolted<br>✓ Bridging – horizontal and diagonal |

**END SECTION**

**STRUCTURAL - CONCRETE CONSTRUCTION SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| CONCRETE CONSTRUCTION, INCLUDING COMPOSITE DECK – VERIFY THE FOLLOWING ARE IN COMPLIANCE IBC TABLE 1705.3 (ACI 318 REFERENCES NOTED IN IBC TABLE) | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Inspect reinforcement, including prestressing tendons, and verify placement. | OBSERVE | Verify prior to placing concrete that reinforcing is of specified type, grade and size; that it is free of oil, dirt and unacceptable rust; that it is located and spaced properly; that hooks, bends, ties, stirrups and supplemental reinforcement are placed correctly; that lap lengths, stagger and offsets are provided; and that all mechanical connections are installed per the manufacturer's instructions and/or evaluation report. |
| 2. Reinforcing bar welding | OBSERVE | ✓ Verify weldability of reinforcing bars other than ASTM A 706<br>✓ Inspect single-pass fillet welds, maximum 5/16" in accordance with AWS D1.4 |
| 3. All other welding | **CONTINUOUS** | Visually inspect all welds in accordance with AWS D1.4 |
| 4. Cast in place anchors and post installed drilled anchors (downward inclined) | OBSERVE | Verify prior to placing concrete that cast in place anchors and post installed drilled anchors have proper embedment, spacing and edge distance. |
| 5. Post-installed adhesive anchors in horizontal or upward inclined orientations | **CONTINUOUS AND DOCUMENT** | ✓ Inspect as required per approved ICC-ES report<br>✓ Verify that installer is certified for installation of horizontal and overhead installation applications<br>✓ Inspect proof loading as required by the contract documents |
| 6. Verify use of required mix design | OBSERVE | Verify that all mixes used comply with the approved construction documents |
| 7. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete | **CONTINUOUS** | At the time fresh concrete is sampled to fabricate specimens for strength test verify these tests are performed by qualified technicians. |
| 8. Inspect concrete and/or shotcrete placement for proper application techniques | **CONTINUOUS** | Verify proper application techniques are used during concrete conveyance and depositing avoids |

NOT FOR BIDDING PURPOSES

[1] **OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.
**CONTINUOUS**: Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

| | | |
|---|---|---|
| | | segregation or contamination. Verify that concrete is properly consolidated. |
| 9. Verify maintenance of specified curing temperature and technique | OBSERVE | Inspect curing, cold weather protection, and hot weather protection procedures. |
| 10. Pre-stressed concrete | **CONTINUOUS** | Verify application of prestressing forces and grouting of bonded prestressing tendons. |

**STRUCTURAL - CONCRETE CONSTRUCTION (CONTINUED)**

| CONCRETE CONSTRUCTION, INCLUDING COMPOSITE DECK – VERIFY THE FOLLOWING ARE IN COMPLIANCE IBC TABLE 1705.3 (ACI 318 REFERENCES NOTED IN IBC TABLE) | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 11. Inspect erection of precast concrete members | OBSERVE | |
| 12. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs. | OBSERVE | |
| 13. Inspect formwork for shape, location and dimensions of the concrete member being formed. | OBSERVE | |

**END SECTION**

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[1] **OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**DOCUMENT**: Document in a report that the work has been performed as required. This is in addition to all other required reports.
**CONTINUOUS**: Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

**STRUCTURAL - MASONRY CONSTRUCTION SECTION (ALL RISK CATEGORIES)**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| MASONRY CONSTRUCTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE AT START OF CONSTRUCTION IBC 1705.4 (ACI 530-13 TABLE 3.1.2 & 3.1.3) | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Compliance with approved submittals prior to start | OBSERVE | |
| 2. Proportions of site-mixed mortar. | OBSERVE | |
| 3. Grade and type of reinforcement, anchor bolts, and prestressing tendons and anchorages | OBSERVE | |
| 4. Prestressing technique | OBSERVE | |
| 5. Properties of thin bed mortar for AAC masonry | OBSERVE | |
| MASONRY CONSTRUCTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE PRIOR TO GROUTING IBC 1705.4 (ACI 530-13 TABLE 3.1.2 & 3.1.3) | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 6. Grout space | OBSERVE **CONTINUOUS** | **[NOTE: DOR must either delete 'OBSERVE' for Risk Category IV/V, or delete 'CONTINUOUS' for Risk Categories I/II/ III]** |
| 7. Proportions of site-prepared grout and prestressing grout for bonded tendons | OBSERVE | |
| 8. Proportions of site-mixed grout and prestressing grout for bonded tendons | OBSERVE | |
| 9. Placement of masonry units and mortar joints | OBSERVE | |
| 10. Welding of reinforcement | **CONTINUOUS** | |
| MASONRY CONSTRUCTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE DURING CONSTRUCTION IBC 1705.4 (ACI 530-13 TABLE 3.1.2 & 3.1.3) | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 11. Size and location of structural elements is in compliance | OBSERVE | |
| 12. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F (4.4°c) or hot weather (temp above 90°F (32.2°C)) | OBSERVE | |
| 13. Application and measurement of prestressing force | **CONTINUOUS** | |
| 14. Placement of grout and prestressing grout for bonded tendons | **CONTINUOUS** | |
| 15. Placement of AAC masonry units and construction of thin bed mortar joints | **CONTINUOUS** | Continuous for first 5000 square feet only (465 square meters). |
| 16. Observe preparation of grout specimens, mortar specimens, and/or prisms | OBSERVE | |
| 17. Type, size and placement of reinforcement, connectors, anchor bolts and prestressing tendons and anchorages, including details of anchorage of | OBSERVE **CONTINUOUS** | **[NOTE: DOR must either delete 'OBSERVE' for Risk Category** |

NOT FOR BIDDING PURPOSES

[1] **OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**CONTINUOUS:** Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

| | | |
|---|---|---|
| masonry to structural members, frames, or other construction | | **IV/V, or delete 'CONTINUOUS' for Risk Categories I/II/III]** |

**END SECTION**

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**STRUCTURAL - WOOD CONSTRUCTION – SPECIALTY ITEMS SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| WOOD CONSTRUCTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC 1705.5 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. High-load diaphragms where applicable | OBSERVE | Verify thickness and grade of sheathing, size of framing members at panel edges, nail diameters and length, and the number of fastener lines and that fastener spacing is per approved contract documents. |
| 2. Metal-plate connected wood trusses spanning 60 feet or greater | OBSERVE | Verify that the temporary installation restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package |

**END SECTION**

**STRUCTURAL - WOOD CONSTRUCTION - SEISMIC & WIND SECTION**

**THIS SECTION IS APPLICABLE IF BOX IS CHECKED: ☐**

| WOOD CONSTRUCTION SEISMIC AND WIND – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.11 & 1705.12.2 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| **[NOTE: DOR may uncheck this section where sheathing nailing/fasteners (both shearwall and roof) are consistently greater than 4" on center, or if the design wind speed (ASD) is less than 110 mph (49 meters/sec) AND the seismic design category is A or B]** | | |
| 1. Nailing, bolting, anchoring and other fastening of elements of the main wind/seismic force-resisting system | OBSERVE (CONTINUOUS FOR GLUING) | Includes connectors for: shearwall sheathing, roof/floor sheathing, drag struts/collectors (double top plates), braces, hold downs, roof connections to exterior walls. |

**END SECTION**

**STRUCTURAL – ISOLATION AND ENERGY DISSIPATION SYSTEMS SECTION**

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| ISOLATION AND ENERGY DISSIPATION SYSTEMS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC TABLE 1705.12.8 | | |
|---|---|---|
| **[NOTE: This section is not applicable to Seismic Design Category A. Uncheck this section if this category applies]** | | |
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Fabrication and installation | OBSERVE | Verify that fabrication and installation of isolator units and energy dissipation devices conform to manufacturer's recommendations and approved construction documents |

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[1] **OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.

| | | |
|---|---|---|
| 2. Testing of seismic isolation Systems in seismically isolated structures | | Seismic Isolation Systems in seismically isolated structures shall be tested accordance with ASCE 7, Section 17.8 |

**END SECTION**

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## GEOTECHNICAL - SOILS INSPECTION SECTION

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☒**

| SOILS INSPECTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC 1705.6 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Materials below shallow foundations are adequate to achieve the design bearing capacity. | OBSERVE | |
| 2. Excavations are extended to proper depth and have reached proper material | OBSERVE | |
| 3. Perform classification and testing of compacted fill materials | **OBSERVE** | |
| 4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill | **CONTINUOUS** | |
| 5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly. | OBSERVE | During fill placement, the special inspector shall verify that proper materials and procedures are used in accordance with the provisions of the approved geotechnical report |

**END SECTION**

## GEOTECHNICAL - DRIVEN DEEP FOUNDATION ELEMENTS SECTION

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| DEEP DRIVEN FOUNDATION CONSTRUCTION – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>IBC 1705.7 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Verify element materials, sizes and lengths comply with requirements | **CONTINUOUS** | |
| 2. Inspect driving operations and maintain complete and accurate records for each element | **CONTINUOUS** | |
| 3. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element | **CONTINUOUS** | |
| 4. Determine capacities of test elements and conduct additional load tests if required. | **CONTINUOUS** | |
| 5. For steel or concrete elements, perform additional special inspections in accordance with the Steel and Concrete sections in this schedule | | |

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[1] **OBSERVE**: Observe these items on a random sampling basis daily to insure that applicable requirements are met. Operations need not be delayed pending these inspections at contractor's risk.
**CONTINUOUS:** Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

## GEOTECHNICAL - HELICAL PILE FOUNDATIONS SECTION

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| HELICAL PILE FOUNDATIONS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.9 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Record installation equipment used, pile dimensions, tip elevations, final depth, final installation torque and other pertinent installation data as required. The approved geotechnical report and the contract documents shall be used to determine compliance | **CONTINUOUS** | |

**END SECTION**

## GEOTECHNICAL - CAST IN PLACE DEEP FOUNDATION ELEMENTS SECTION

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| CAST IN PLACE DEEP FOUNDATION ELEMENTS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.8 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| 1. Inspect drilling operations and maintain complete and accurate records for each element. | **CONTINUOUS** | |
| 2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes | **CONTINUOUS** | For concrete elements, perform additional special inspections in accordance with the Concrete section in this schedule |

**END SECTION**

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[1] **CONTINUOUS:** Constant monitoring of identified tasks by a special inspector over the duration of performance of said tasks.

## ARCHITECTURAL – ARCHITECTURAL COMPONENTS

**ALL OR PORTIONS OF THIS SECTION ARE APPLICABLE IF BOX IS CHECKED: ☐**

| ARCHITECTURAL COMPONENTS – VERIFY THE FOLLOWING ARE IN COMPLIANCE<br>2018 IBC 1705.12.5, 1705.12.7 | | |
|---|---|---|
| TASK | INSPECTION TYPE [1] | DESCRIPTION |
| **[NOTE: This section is not applicable to Seismic Design Categories A, B, & C. Uncheck this section if one of those categories applies. Confirm Seismic Design Category with the structural engineer]** | | |
| 1. Erection and fastening of exterior cladding. | OBSERVE | Verify appropriate materials, fasteners and attachment at commencement of work and at completion. **Inspector Note: Inspection not required if height is less than 30 feet or weight is less than 5psf** |

**END SECTION**

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**SECTION 01 91 13**

**GENERAL COMMISSIONING REQUIREMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Engineer to provide OPR and BOD documentation to the Contractors.

1.2 SUMMARY

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

1.3 DEFINITIONS

A. BOD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

C. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

D. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.4 COMMISSIONING TEAM

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

B. Members Appointed by Owner:

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

1.5 OWNER'S RESPONSIBILITIES

A. Provide the OPR documentation to each Contractor for information and use.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

C. Provide the BOD documentation, prepared by Engineer and approved by Owner, to each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:

1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
2. Attend team meetings held on a biweekly basis.
3. Integrate and coordinate commissioning process activities with construction schedule.
4. Complete paper construction checklists as Work is completed and provide to the Engineer on a weekly basis.
5. Complete commissioning process test procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

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TETRA TECH

# Geotechnical Subsurface Investigation Report

## BAYLOR WOMENS CORRECTIONAL INSTITUTION – INFIRMARY EXPANSION

660 Baylor Blvd
New Castle, Delaware

NOT FOR BIDDING PURPOSES

**Prepared for:**

State of Delaware
OMB Div. of Facilities Management
122 Martin Luther King Blvd S
Dover, Delaware 19901

**103IS8477**
January 2025

# Geotechnical Subsurface Investigation Report

## BAYLOR WOMENS CORRECTIONAL INSTITUTION – INFIRMARY EXPANSION

660 Baylor Blvd
New Castle, Delaware

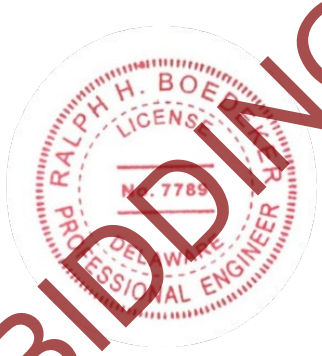
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Approved by:

Ralph H. Boedeker, P.E.
Senior Geotechnical Engineer

January 28, 2025

103IS8477

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Appendix A Site Development Plans and Soil Boring Locations
Appendix B Test Boring Logs
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## 1.0 INTRODUCTION

Tetra Tech, Inc. (Tetra Tech) presents this report conveying results of a geotechnical subsurface investigation regarding an infirmary expansion at the Baylor Womens Correctional Institution (BWCI), New Castle, Delaware (the site). Purposes of this study were to investigate subsurface conditions within the site, formulate foundation criteria for the proposed development, and offer pertinent geotechnical recommendations for building construction.

The geotechnical study evaluated subsurface conditions within the site, and this report offers recommendations based on an exploration of subsurface soil conditions by means of Standard Penetration Test (SPT) Borings (ASTM International [ASTM] D1586). The scope of this investigation included a test boring program, laboratory testing of representative soil samples, engineering analyses of the available data, and preparation of this engineering report. These services proceeded under supervision of a professional geotechnical engineer registered in the State of Delaware.

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## 2.0 DESCRIPTIONS, INVESTIGATIONS, AND SUBSURFACE CONDITIONS

The following sections include a description of the site and discussions regarding proposed development of the facility and the geotechnical subsurface investigation program.

### *2.1 General Description of the Site and Proposed Facility Development*

Layout of the proposed infirmary expansion at the BWCI facility appears in Appendix A. Currently, the site is developed with grass and pavements, and is relatively flat. Based on existing grades and proposed finished floor elevations of the building, 1 to 2 feet net fills will be required during bulk grading activities.

The proposed expansion infirmary building has a foot print of approximately 11,000 square feet with a finished floor elevation of 17.0, project datum. The building will be slab-on-grade and consist of steel construction with concrete masonry unit (CMU) walls. Development at the site also will include parking and access road pavements. The project structural engineer provided the following anticipated structural design loads for purposes of our evaluation:

- Maximum column load: 25 kips
- General wall load: 5.5 kips per linear foot (klf)
- Maximum wall load (because of high-point loads): 10.0 klf

If actual design values vary appreciably from the above values, Tetra Tech should be notified to determine if additional analyses are warranted.

### *2.2 Geotechnical Subsurface Investigation Program*

On January 17, 2025, to collect representative soil samples and identify conditions of subsurface soil and groundwater, four SPT exploratory soil borings (TB-01 through TB-04)) were advanced at the site at approximate locations depicted in Appendix A. Each boring was advanced to depth of 25 feet below ground surface (bgs). At each test boring, SPT split-spoon samples (ASTM D1586) were continuously collected to depth of 10 feet, and thereafter at each 5-foot interval. In the SPT procedure, a 140-pound hammer falling 30 inches drives a 2-inch-outside diameter (O.D.) split-barrel sampler 24 inches into the soil. The number of blows required to drive the sampler from the 6- to 18-inch interval is termed the Standard Penetration Resistance (SPR) N-value. This value can be used as a qualitative indication of in-place relative density of cohesionless (e.g., granular) soils. It is also a secondary indicator of consistency of cohesive soils. Gravel, cobbles, and boulders may induce high blow counts not representative of the soil's relative density/consistency. This indication is qualitative because

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many factors can significantly affect the SPR value (i.e., drilling crew procedures, drill rigs, and hammer-rod assemblies, etc.).

A Tetra Tech geotechnical engineer reviewed performances of the test borings. Test boring logs (Appendix B) include soil and groundwater data obtained from the explorations. After completion of the borings, they were backfilled with the auger soil cuttings. Surface elevations at boring locations were approximated from available topographic data.

All collected soil samples were inspected and described visually in Tetra Tech's geotechnical laboratory, where 11 Water Content Tests (ASTM: D2216) and Percent Finer than a No. 200 Sieve Tests (ASTM: D1140) were performed to aid in defining general site stratigraphy and to measure the amount of silt and clay particulate in the soil samples. Two Atterburg Limit Tests (ASTM D4318) occurred to aid in classification and determination of consolidation characteristics of encountered fine-grained soils. Results of the grain-size analysis and Atterberg Limits testing were referenced to determine the Unified Soil Classification System (USCS) designation for the soils encountered, which provides information regarding soil engineering behavior. A summary of laboratory testing results appears in Appendix C. Tetra Tech will retain soil samples collected during this investigation for 2 months.

### *2.3 Subsurface Conditions*

Subsurface conditions throughout the investigation area generally can be described as a series of alluvial deposits varying in thickness, gradation, and density. The test boring logs (Appendix B) describe in detail subsurface conditions encountered at boring locations. Generalized descriptions of the various subsurface soil strata encountered are as follows:

- Topsoil: A surficial topsoil/root mat layer ranging in thickness from approximately 4 to 12 inches was encountered at boring locations. Thicker and/or thinner layers of topsoil may be encountered at other areas of the site, away from boring locations.

- Stratum A – Alluvial Coarse-Grained Soils: Encountered beneath the topsoil at each boring location, Stratum A generally can be described as a variable matrix of brown to gray fine to medium sand with varying amounts of silt, trace fine to coarse grave (USCS: SM, visual)l, with clayey sand interbeds. Stratum A extended to a depth ranging from 5 to 7 feet bgs. SPR values within Stratum A ranged from 5 to 30 blows per final foot of spoon penetration, with an average SPR value of 14 blows, indicating a medium dense relative density. Laboratory and

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field SPR test data indicated that the granular soils of Stratum A have relatively moderate shear strength and low compressibility characteristics.

- Stratum B – Alluvial Coarse-Grained Soils: Underlying Strata A at each boring location, Stratum B generally can be described as a brown fine to medium sand with a little to some silt, with trace fine to coarse gravel (USCS: SM, visual). Thickness of Stratum B at boring locations TB-03 and TB-04 ranged from 5 to 15.5 feet. Borings TB-01 and TB-02 terminated within Stratum B with termination thicknesses ranging from 18.5 to 19.5 feet. SPR values within Stratum B ranged from 5 to 40 blows per final foot of spoon penetration, with an average SPR value of 17 blows, indicating a medium dense relative density. Laboratory and field SPR test data indicated that the granular soils of Stratum B have relatively moderate shear strength and low compressibility characteristics.

- Stratum C – Alluvial Fine-Grained Soils (Potomac Formation): Stratum C was encountered at boring locations TB-03 and TB-04. Geologically, Stratum C underlies the entire site and generally can be described as a red clay (USCS: CL). Termination thicknesses of Stratum C at boring locations TB-03 and TB-04 ranged from 5.5 to 13 feet. SPR values ranged from 9 to 25 blows per final foot of spoon penetration, with an average SPR value of 15 blows, indicating a stiff to very stiff consistency. Plasticity characteristics of Stratum C were determined via two sets of Atterberg limits determination: the Liquid Limit ranged from 44 to 45%, the Plastic Limit was 27%, and the Plasticity Index ranged from 20 to 21%, indicating medium plasticity. The in-situ moisture content of the clay was found below its plastic limit, indicating that these soils are in a plastic to solid state and likely pre-consolidated. Laboratory and field SPR data indicated that the clay soils of Stratum C have relatively moderate shear strength and low to moderate compressibility characteristics.

Apparent groundwater was encountered at three of the four borings, ranging in depth from 14 to 16 feet bgs, corresponding to an encountered groundwater elevation of 1, project datum. Groundwater was not encountered at TB-03 because of the shallow encountered low permeable clays of Stratum C. Groundwater elevations fluctuate throughout a given year, depending on actual field porosity and seasonal and annual variations of precipitation. Fluctuations of several feet should be anticipated.

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## 3.0 GEOTECHNICAL EVALUATION AND DESIGN RECOMMENDATIONS

Tetra Tech evaluated subsurface conditions at the site for suitability of the proposed BWCI infirmary building expansion. Site conditions are suitable for supporting the proposed structures on a shallow foundation system and floor slabs. The following sections discuss design of building foundations, floor slabs, and other aspects of the proposed site development that geotechnical conditions would influence. Our recommendations are based on the premise of proper site preparation as discussed in Section 4.0.

### *3.1 Shallow Foundation Systems*

Based on results of field and laboratory testing of soils encountered during this evaluation, as well as foundation and foundation loading information provided by the structural engineer, an engineering analysis indicated that shallow spread and continuous foundations may be designed for a maximum net allowable soil bearing pressure of 3,000 pounds per square foot (psf).

Estimates of foundation settlement were developed to evaluate effects of building loads on subsurface conditions. Assuming a net allowable bearing capacity of 3,000 psf, we estimate that maximum total settlement of column spread foundations, and differential settlement between columns, will be less than 0.5 inch. Assuming a net allowable bearing capacity of 3,000 psf, we estimate that maximum total and differential settlement of continuous wall footings will be less than 0.75 and 0.50 inch, respectively, over a distance of 25 feet. An estimated 80% of dead-load induced settlement is expected to occur quickly (elastic settlement), and is expected to be “built out” during construction. These magnitudes of total and differential settlement are generally considered within tolerable limits for structures such as the proposed addition. However, settlement tolerance of the proposed building should be verified by the project’s structural engineer.

Exterior footings exposed to freezing conditions should be placed at least 32 inches below finished exterior grade. Interior footings should be placed a minimum of 2 feet below finished floor elevations. Shallow-spread and continuous footings should have minimum widths of 3.0 and 2.0 feet, respectively, regardless of bearing pressure. Masonry walls should be provided with multiple control joints at architecturally convenient locations to provide preferred locations for differential settlements.

Recommendation is to provide a separation joint where the addition adjoins the existing structure to accommodate differential settlement between structures. Slight settlement of existing foundations may occur where they are adjacent to new foundations

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### 3.2 *Ground-Supported Floor Slabs*

All ground-supported floor slabs should be designed as free-floating and not connected to other structural elements. The slab may bear on footing projections, but isolation joints should be utilized to accommodate potential differential settlement between the floor slab and adjacent columns or walls. Control joints should also be provided in floor slabs, as required, to provide preferred locations of possible differential slab settlement. All floor slabs should be structurally reinforced to control cracking, more evenly distribute applied loads, and bridge localized zones of lower density material. Tetra Tech recommends placement of a minimum 4 inches of poorly graded, free draining stone aggregate (e.g., American Association of State Highway and Transportation Officials [AASHTO] No. 57 Stone) under all floor slabs to provide a uniform bearing surface with all-weather support, and to serve as a capillary break. To preclude floor dampness, Tetra Tech recommends placement of a minimum 0.01-inch (10-mil) polyethylene membrane or equivalent vapor barrier beneath the floor slab.

Actual stress distribution and settlement response under the floor slabs will be a function of structural rigidity of the slab and uniformity of applied loads.

For floor slabs installed as recommended herein, we estimate a modulus of subgrade reaction (Ks) of 100 pounds per cubic inch (pci) for use in concrete slab-on-grade design.

### *3.3 Retaining Walls (if required)*

Determination of lateral earth pressures on retaining walls depends on (1) height and intended yield (i.e., deflection) of the wall, (2) physical properties (i.e., c, φ, and γ) and geometry of the soil fill/backfill behind and in front of the wall, and (3) drainage conditions. Retaining walls allowed to adequately deflect at the top (e.g., a cantilever retaining wall)—causing the soil behind the wall to adequately deflect with the wall—may be designed for the “active” condition of lateral earth pressure. “Passive” lateral earth pressures may be used in front of the wall where the wall adequately deflects and pushes into the soil on the toe side. Rigid retaining walls or walls designed not to deflect at the top during filling/backfilling should be designed for the “at-rest” condition of lateral earth pressure.

To facilitate construction, minimize lateral earth pressures, and preclude hydrostatic pressure buildup behind retaining walls, filling/backfilling behind and in front of retaining walls should proceed with use of a granular, free-draining material (with less than 25% passing a No. 200 sieve). Placement and compaction of fill/backfill material should accord with engineered fill recommendations offered in subsequent sections.

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The following soil parameters for lateral earth loads are recommended:

| Backfill Materials | Imported Granular Fill (<25% passing No. 200 Sieve) | Stratum A (Silty Sands) | Stratum B (Sands) |
|---|---|---|---|
| Moist Unit Weight (pounds per cubic foot [pcf]) | 130 | 125 | 125 |
| At Rest Earth Pressure Coefficient, $K_0$ | 0.44 | 0.53 | 0.47 |
| Active Earth Pressure Coefficient, $K_A$ | 0.28 | 0.36 | 0.31 |
| Passive Earth Pressure Coefficient, $K_p$ | 3.5 | 2.77 | 3.25 |
| Coefficient of Sliding Friction | 0.42 | 0.25 | 0.42 |

Soil parameters in the above listing are based on the subsurface profile observed in the test borings, and are estimated from our experience with soils in the Coastal Plain Province. Although general index testing was performed on representative samples, no laboratory testing occurred specifically to determine actual soil strength characteristics.

To minimize buildup of potential hydrostatic pressures, a 4-inch-diameter subdrain should be placed behind retaining walls, along and on top of the wall foundation. The subdrain should consist of a perforated drainage pipe surrounded by a minimum of 12 inches of graded aggregate free of fines, such as AASHTO No. 57 Stone, wrapped with a nonwoven geotextile fabric (Geotex 501, or equivalent). The subdrain should be sloped and should lead to a gravity outfall and/or an active dewatering sump.

### *3.4 Seismic Design*

Based on review of geological mapping and subsurface conditions encountered during the test boring program, Tetra Tech recommends utilization of a site Class D for seismic design purposes. The site class definition is in Section 1613 of the International Building Code.

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## 4.0 GENERAL CONSTRUCTION RECOMMENDATIONS

The following sections discuss preparation of the site, engineered fill, construction of the shallow foundation, and quality control and quality assurance of site work.

### *4.1 Site Preparation*

At start of construction, topsoil, vegetation, curbs and pavements should be stripped and entirely removed from all proposed building areas. Prior to placement of fill, the subgrade of building fill and pavement areas should be proof-rolled with a minimum 15-ton, smooth-wheeled roller in the presence of a qualified soils technician. Proof-rolling will increase the density of exposed subgrade areas that will have been loosened or disturbed during stripping and clearing operations. Proof-rolling will also expose potential localized soft and yielding areas. The exposed surfaces should be compacted to a visually firm and stable condition. Subgrade compaction will facilitate placement and compacting of engineered fill at the required densities. Proof-rolling should also occur at final “cut” or “at grade” areas to ensure a firm and stable subgrade.

Any localized soft and unstable areas encountered during the proof-rolling program that cannot be adequately stabilized and compacted should be undercut and replaced via procedures discussed in Section 4.2. Localized soil conditioning and/or undercutting of soft subgrade soils should be anticipated during construction, especially during inclement weather seasons (winter and spring). Soil subgrade disturbance should be minimized by providing positive surface drainage and limiting construction traffic on exposed subgrade soils.

### *4.2 Engineered Fill*

During bulk grading activities, engineered fill required to bring structural building areas and pavement areas to grade should be a well-graded granular material containing no organic or other deleterious materials. Engineered fill should also be used to backfill foundations and retaining walls.

The granular soils of Stratum A and B are considered suitalble for use as engineered fill. Imported borrow material should meet the USCS classifications of SW, SM, SC, or GW, with no more than 25% passing a No. 200 sieve (ASTM D1140), and a plasticity index (ASTM D4318) not exceeding 6.

Engineered fill material should be placed in horizontal thin lifts with compacted thickness no greater than 8 inches. Engineered fill lifts for hand tampers should not exceed 4 inches. Compact to the following criteria each thin lift of fill/backfill material placed below structural elements (i.e., foundations and floor slabs) and pavements, and used for embankment construction:

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- Within proposed building area (defined as the area extending at least 3 feet beyond the foundation element perimeters), compaction should be to at least 95% of maximum dry density, as determined by the Modified Proctor Test (ASTM D1557).
- Within proposed pavement areas and utility trenches outside of the building area, compaction should be to at least 90% of maximum dry density, as determined by the Modified Proctor Test (ASTM D1557).

Moisture content of engineered fill should facilitate compaction (typically at +/-2-3% of optimum moisture, per ASTM D1557). A qualified geotechnical technician should monitor and test placement and compaction of engineered fill.

### *4.3 Shallow Foundation Construction*

All foundations should be placed on dry, non-frozen, firm soil. When excessively soft, wet, or frozen soil is encountered at the foundation base, this material should be undercut to suitable bearing materials. The undercut zone may be replaced in accordance with engineered fill recommendations. AASHTO No. 57 Stone could also be used as backfill within foundation undercut zones—placed in maximum 12-inch lifts and compacted by use of a vibratory plate compactor.

During excavation of foundations, disturbance of the subgrade soils may occur; therefore, compaction of the foundation subgrades should occur prior to placement of any reinforcing steel or concrete. All foundation excavations should be reviewed to verify the quality of the bearing material—by a qualified geotechnical technician working under the supervision of a geotechnical engineer familiar with the recommendations of this report. Subgrade review should occur prior to placement of reinforcing steel or concrete, and should verify presence of suitable bearing soils.

All foundation excavations should be protected from ponding water and freezing conditions, and backfilled as soon as practical after placement of the foundation concrete. Backfilling should accord with recommendations regarding engineered fill compaction offered in Section 4.2.

### *4.4 Underground Utilities*

Recommendation is to relocate any existing underground utilities within proposed structural areas outside of the proposed building area. In-place abandonment of existing utilities is not recommended because of the unknown quality and density of previously placed trench backfill material. Therefore, any existing utility trenches within building areas should be backfilled in accordance with the engineered fill recommendations after removal of the utility line.

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### *4.5 Groundwater Considerations*

Encounter with groundwater is not anticipated during construction of shallow foundation systems and underground utilities. Groundwater elevations fluctuate throughout a given year, depending on actual field porosity and variations in seasonal and annual precipitation. Variations in groundwater levels several feet higher or lower can occur at the Site

### *4.6 Site Work Quality Control and Assurance*

A qualified geotechnical technician working under the supervision of a geotechnical engineer should monitor all site clearing, grading, proofrolling, fill placement, and foundation excavation/construction. The technician should observe and document site preparation and proof-rolling, engineered fill construction, foundation subgrades, and foundation construction— and should conduct appropriate field tests, as necessary, to verify that construction proceeds in accordance with applicable plans, specifications, and acceptable construction practice. Conclusions and recommendations in this report are based on the premise of competent field engineering and monitoring during construction.

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## 5.0 REPRESENTATIONS

Tetra Tech prepared this report in accordance with generally accepted engineering principles and practices, and based it on soil and groundwater conditions encountered during the field exploration. Tetra Tech makes no warranty, expressed or implied. Although generalized subsurface conditions have been inferred through interpolation and/or extrapolation of acquired field and laboratory data, actual subsurface conditions between soil boring locations are unknown. As a result, recommendations in this report may require modifications based on subsurface conditions actually encountered during construction. Tetra Tech should be notified if conditions encountered during construction differ from those shown by the soil borings, thus possibly requiring re-evaluation of recommendations offered in this report.

Construction bidders should thoroughly familiarize themselves with the on-site subsurface soil and groundwater conditions described herein. Tetra Tech or the State of Delaware assumes no responsibility for interpretation or deductions by the awarded contractor based on information in this report. Variations in subsurface conditions are expected.

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# APPENDIX A

## Site Development Plans and Soil Boring Locations

NOT FOR BIDDING PURPOSES

EXISTING WOMEN'S PRISION 102,100± SF

NEW CONC. WALK (TYP.)

FEMA ZONE "AE" 100-YEAR FLOODPLAIN (ELEVATION 9.0')

REMOVE 6 EX. SPACES

100-YR

PR. ASPHALT PAVING (TYP.)

EX. SANITARY MH
RIM 15.22
INV 7.79
DEPTH INTERPOLATED FROM FORMER TT SURVEY

PROPOSED BUILDING EXPANSION
11,000± SF
F.F. EL. 17.0'

EXISTING WOMEN'S PRISION
102,100± SF

EX. SANITARY MH
RIM 12.89

20' WIDE NYC SEWER EASEMENT

24" SANITARY INTERCEPTOR

2" PVC FORCE MAIN

EXISTING WOMEN'S PRISION
102,100± SF

FF ELEV
19.23

EX. SANITARY MH
RIM 10.76

EX. SANITARY MH
RIM 13.75
INV 7.92
DEPTH INTERPOLATED FROM FORMER TT SURVEY

EX STORM CB
GRATE 14.68
INV OUT 12.03 (15" RCP)

PR. 6" VERTICAL CURB (TYP.)

EX. HYD.

PR. POLE BARN
1,500 ±SF

PR. DOG KENNELS

EX STORM CB
GRATE 17.90
INV OUT 14.62 (12" PVC)

EX STORM CB
GRATE 16.86
INV OUT 13.45 (15" RCP)

EX STORM CB
(OVER 15" RCP)
GRATE 18.14
INV OUT 15.37 (6" PVC)

EX STORM CB
GRATE 17.50
INV IN 12.48 (8" CMP)
INV IN 12.25 (18" RCP)
INV OUT 12.25 (18" RCP)

EX STORM CB
GRATE 17.56
INV IN 12.76 (15" RCP)
INV OUT 12.76 (18" RCP)

EXISTING WOMEN'S SUBSTANCE ABUSE UNIT
23,661± SF

(3) NEW PARKING SPACES)

CONNECT NEW SAN. LATERAL TO EX. SEWER

PR. 5' WIDE CONC. WALK (TYP.)

EX STORM CB
GRATE 16.82
INV IN 11.82 (18" RCP)
INV OUT 11.77 (18" RCP)

EX STORM CB
GRATE 16.41
INV IN 11.52 (18" RCP)
INV OUT 11.46 (24" RCP)

INV 24" RCP FES
ELEVATION 10.68

EX. SANITARY MH
RIM 17.17
INV IN 12.13 (12" CLAY)
INV IN 9.77 (12" CLAY)
INV OUT 9.67 (15" CLAY)

(2) 12" CLAY SANITARY

EX. 20' WIDE SANITARY SEWER EASEMENT

NOT FOR BIDDING PURPOSES

NORTH

| ISSUE/REVISION | DATE |
|---|---|
| EXPLORATORY PLAN SUBMISSION | 11.19.24 |


**CDA** ENGINEERING INC.

CIVIL/SITE ENGINEERING AND LAND PLANNING

6 LARCH AVENUE
SUITE 401
WILMINGTON, DE 19804

Tel: 302 998 9202
Fax: 302 691 1314
cdaengineering.com


| | |
|---|---|
| DRAWN BY: | ZK |
| CHECKED BY: | CD |
| PROJECT No.: | 24.138.00 |
| SCALE: | 1" = 30' |
| DATE: | NOVEMBER 19, 2024 |
| CAD FILE: | |

0' 15' 30' 60' 90'
1 "= 30'

**APPLICATION # 2024-____**

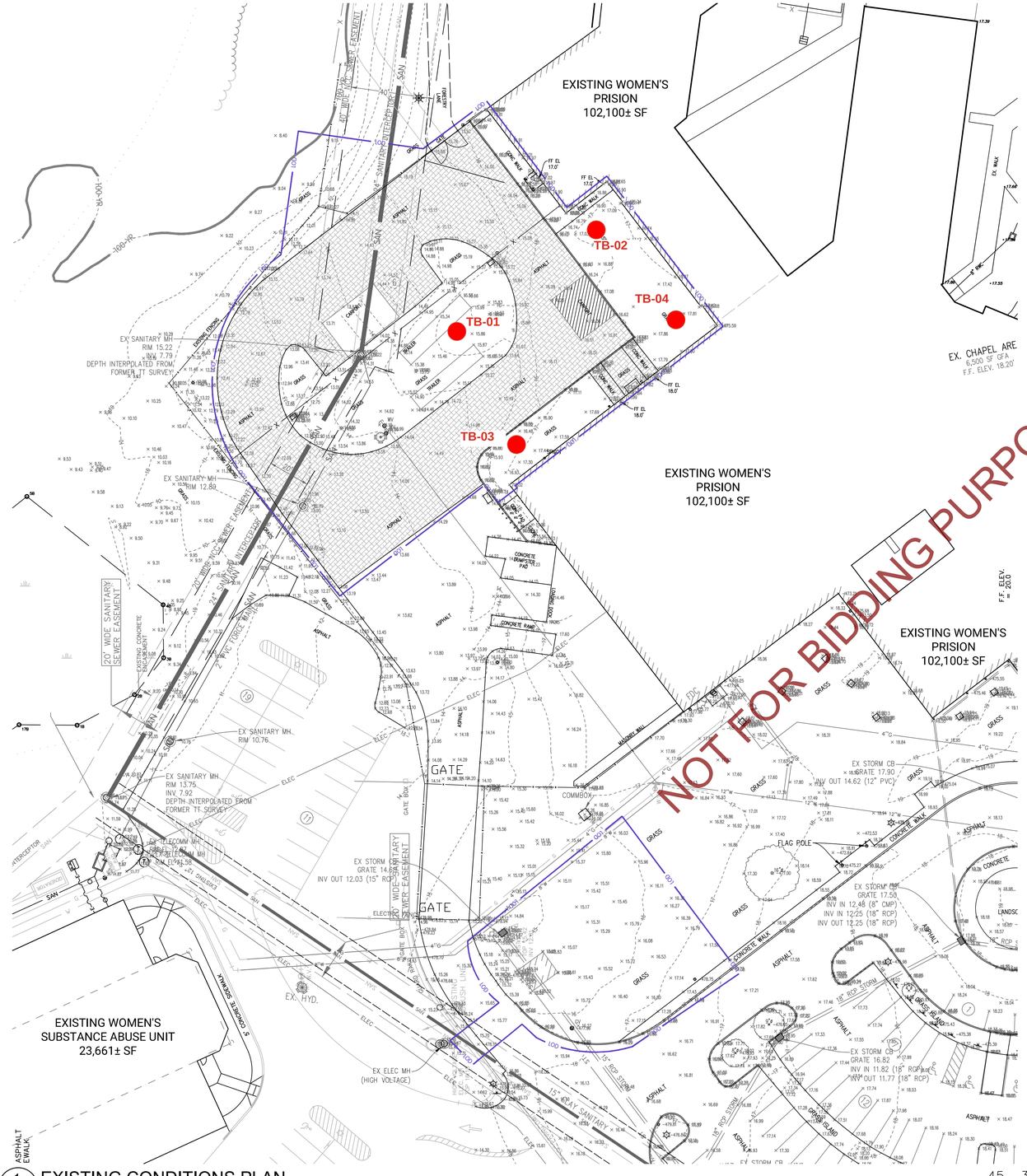
# BAYLOR WOMEN'S CORRECTIONAL INSTITUTION

## EXPLORATORY MINOR LAND DEVELOPMENT PLAN

NEW CASTLE HUNDRED NEW CASTLE COUNTY DELAWARE

DRAWING TITLE: **EXPLORATORY PLAN**

DRAWING NUMBER: **EXP-2**




1 / C-101 SCALE: 1"=30'

# EXISTING CONDITIONS PLAN

## SHEET INDEX


| | |
|---|---|
| EXISTING CONDITIONS PLAN | C-101 |
| PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN | C-102 |
| CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN | C-103 |
| EROSION AND SEDIMENT CONTROL DETAILS AND NOTES | C-104 - C-107 |
| GRADING & DRAINAGE PLAN | C-108 |
| SITE UTILITY PLAN | C-109 |
| SITE CONSTRUCTION, LAYOUT, SIGNAGE & STRIPING PLAN | C-110 |
| SITE CONSTRUCTION DETAILS | C-111 - C-115 |
| AUTOTURN VEHICULAR MOVEMENT EXHIBITS | C-116 |


## LEGEND

| EXISTING | | PROPOSED |
|---|---|---|
| | SUBJECT PROPERTY/RIGHT OF WAY LINE | |
| | ADJOINING PROPERTY/RIGHT-OF-WAY LINE | |
| | EASEMENT LINE | |
| | BUILDING SETBACK LINE | |
| | PAVING SETBACK LINE | |
| 108 | CURBING | |
| 108 | CONTOUR | 105 |
| ST FES PD | STORM PIPE & MANHOLE | ST FES PD |
| SS SAN CO | FLARED-END SECTION, CATCH BASIN & ROOF DRAIN | SS SAN CO |
| W FH GV | SANITARY SEWER PIPE, MANHOLE, & CLEANOUT | W FH GV FDC |
| G GM GV | WATER LINE & MANHOLE | G GM GV |
| E ELEC OE | HYDRANT, VALVE, & FIRE DEPARTMENT CONNECTION | E |
| | GAS LINE & MANHOLE | |
| | GAS METER AND VALVE | |
| | ELECTRIC SERVICE & MANHOLE | |
| | OVERHEAD ELECTRIC SERVICE | |
| LP UP GUY TC COMM PED COMM BOX | ELECTRIC BOX & METER | LP UP |
| | LIGHT POLE | |
| | UTILITY POLE & GUY ANCHOR | |
| | COMMUNICATIONS SERVICE & MANHOLE | |
| | COMMUNICATIONS PEDESTAL & PULL BOX | |
| | FENCE | |
| CMF FRB IPF | SIGN | |
| | CONCRETE MONUMENT FOUND | |
| | IRON PIPE/REBAR FOUND | |
| | LIMIT OF DISTURBANCE | LOD |
| | LIMIT OF CONSTRUCTION | LOC |
| | PERMANENT EASEMENT | PE |
| | SILT FENCE | SF |
| | BUILDING | |
| | ASPHALT PAVING (FULL-DEPTH) | |
| | 2" ASPHALT MILL & OVERLAY | |
| | CONCRETE PAVING | |

N

NAD83

KEY PLAN: NTS

811 Know what's **below.** **Call** before you dig.

MISS UTILITY PHONE 1-800-257-7777
PROTECT YOURSELF, GIVE THREE WORKING DAYS NOTICE

IMPORTANT - DO NOT DISTRIBUTE

NOTE: THESE DRAWINGS ARE CONFIDENTIAL FOR OFFICIAL USE ONLY , NOT FOR PUBLIC DISTRIBUTION; A DETERMINATION HAS BEEN MADE THAT THE PUBLICATION OF THESE PLANS COULD COMPROMISE PUBLIC SAFETY AND ARE NOT AVAILABLE PURSUANT TO DELAWARE CODE , TITLE 29, & 10002 (l) (17) (a) (2) AND (3)

TETRA TECH
www.tetratech.com

15 JUNE 2024

30% SD - NOT FOR CONSTRUCTION

| MARK | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 07/08/2024 | ISSUED FOR 30% COST ESTIMATING | CD |
| 2 | 08/22/2024 | ISSUED FOR DFM 15%/30% REVIEW | CD |

BAYLOR WOMENS CORRECTIONAL INSTITUTION

INFIRMARY EXPANSION

EXISTING CONDITIONS PLAN

| | |
|---|---|
| PROJ: | 26912-22005 |
| DESN: | CD |
| DRWN: | EMT |
| CHKD: | CD |

C-101

Copyright: Tetra Tech

Bar measures 1 inch, otherwise drawing is not to scale

# APPENDIX B

## Test Boring Logs

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# FIELD DESCRIPTION AND LOGGING SYSTEM FOR SOIL EXPLORATION

## GRANULAR SOILS

(Sand, Gravel & Combinations)

| ***Density*** | ***N (blows)**** |
|---|---|
| Very Loose | 5 or less |
| Loose | 6 to 10 |
| Medium Dense | 11 to 30 |
| Dense | 31to 50 |
| Very Dense | 51 or more |

***Relative Proportions***

| *Description Term* | *Percent* |
|---|---|
| Trace | 1 - 10 |
| Little | 11 - 20 |
| Some | 21 - 35 |
| And | 36 - 50 |

***Particle Size Identification***

| | | |
|---|---|---|
| Boulders | 8 in. diameter or more | |
| Cobbles | 3 to 8 in. diameter | |
| Gravel | Coarse (C) | 3 in. to ¾ in. sieve |
| | Fine (F) | ¾ in. to No. 4 sieve |
| Sand | Coarse (C) | No. 4 to No. 10 sieve (4.75mm-2.00mm) |
| | Medium (M) | No. 10 to No. 40 sieve (2.00mm – 0.425mm) |
| | Fine (F) | No. 40 to No. 200 sieve (0.425 – 0.074mm) |
| Silt/Clay | Less Than a No. 200 sieve (<0.074mm) | |

## COHESIVE SOILS

(Silt, Clay & Combinations)

| ***Consistency*** | ***N (blows)**** |
|---|---|
| Very Soft | 3 or less |
| Soft | 4 to 5 |
| Medium Stiff | 6 to 10 |
| Stiff | 11 to 15 |
| Very Stiff | 16 to 30 |
| Hard | 31 or more |

***Plasticity***

| *Degree of Plasticity* | *Plasticity Index* |
|---|---|
| None to Slight | 0 - 4 |
| Slight | 5 - 7 |
| Medium | 8- 22 |
| High to Very High | > 22 |

## ROCK

(Rock Cores)

| ***Rock Quality Designation (RQD), %*** | ***Rock Quality Description*** |
|---|---|
| 0-25 | Very Poor |
| 25-50 | Poor |
| 50-75 | Fair |
| 75-90 | Good |
| 90-100 | Excellent |

***RQD:*** Rock Quality Designation
***TCR***: Total Core Recovery
***SCR***: Solid Core Recovery

***N - Standard Penetration Resistance.*** Driving a 2.0" O.D., 1-3/8" I.D. sampler a distance of 18 inches into undisturbed soil with a 140 pound hammer free falling a distance of 30.0 inches. The number of hammer blows to drive the sampler through each 6 inch interval is recorded; the number of blows required to drive the sampler through the final 12 inch interval is termed the Standard Penetration Resistance (SPR) N-value. For example, blow counts of 6/8/9 (through three 6-inch intervals) results in an SPR N-value of 17 (8+9).

***Groundwater*** observations were made at the times indicated. Groundwater elevations fluctuate throughout a given year, depending on actual field porosity and variations in seasonal and annual precipitation.

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**TETRA TECH**
240 Continental Drive, Suite 200
Newark, Delaware 19713
302.738.7551
fax: 302.454.5988

# TEST BORING LOG

| | | | |
|---|---|---|---|
| Project Name: | BWCI INFIRMARY ADDITION | | Project No.: 103IS8477 |
| Project Location: | 660 BAYLOR BLVD, NEW CASTLE, DE | | Page 1 of 1 |
| Boring No.: | TB-01 | Dates(s) Drilled: 01/17/25 | Inspector: RHB |
| Surface Elev: | ~15.0 | Drilling Method: SPT - ASTM D1586 | Driller: BEN |
| Drilling Contractor: | HYNES & ASSOCIATES | Groundwater Depth (ft): 14.0 | Total Depth (ft): 25.0 |

| Sample No. | Sample Depth (ft) From | Sample Depth (ft) To | Strata Depth (ft) From | Strata Depth (ft) To | Recov. (in) | Strata (USCS) | Description of Materials | 6" Increment Blows * | | | | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 0.0 | 0.3 | | | TOPSOIL (4") | | | | | |
| 1 | 0.0 | 2.0 | 0.3 | | | A (SM) | YELLOWISH BROWN FINE TO MEDIUM SAND WITH SOME SILT | 2 | 3 | 6 | 7 | **9** |
| 2 | 2.0 | 4.0 | | | | | GRAY TO BROWN MATRIX OF FINE TO MEDIUM SAND AND SILT, WITH | 5 | 9 | 18 | 19 | **27** |
| | | | | | | | CLAYEY SAND INTERBEDS, TRACE FINE TO COARSE GRAVEL | | | | | |
| 3 | 4.0 | 6.0 | | | | | GRAY MATRIX OF FINE TO MEDIUM SAND AND SILT, WITH CLAYEY | 4 | 15 | 15 | 19 | **30** |
| | | | | 5.5 | | | SAND INTERBEDS, TRACE FINE TO COARSE GRAVEL. | | | | | |
| 4 | 6.0 | 8.0 | 5.5 | | | B (SM) | BROWN FINE SAND WITH SOME SILT. | 6 | 22 | 18 | 17 | **40** |
| 5 | 8.0 | 10.0 | | | | | ORANGE BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT, TRACE | 5 | 9 | 7 | 11 | **16** |
| | | | | | | | FINE TO COARSE GRAVEL. | | | | | |
| 6 | 13.5 | 15.0 | | | | | YELLOW BRWON FINE TO COARSE SAND WITH SOME SILT. WET. | 3 | 2 | 4 | | **6** |
| 7 | 18.5 | 20.0 | | | | | REDDISH BROWN FINE TO COARSE SAND WITH SOME SILT. | 2 | 5 | 6 | | **11** |
| 8 | 23.5 | 25.0 | | 25.0 | | | REDDISH BROWN FINE TO COARSE SAND WITH SOME SILT. | 7 | 12 | 16 | | **28** |
| | | | | | | | WATER LEVEL THROUGH AUGERS AT 14'. | | | | | |
| | | | | | | | CAVED AT 3'. | | | | | |

NOT FOR BIDDING PURPOSES

Notes/Comments:
Pocket Penetrometer Testing

* Number of blows of 140 lb. Hammer dropped 30 in. required to drive 2 in. split-spoon sampler in 6 in. increments.
N: Number of blows to drive spoon from 6" to 18" interval.

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Newark, Delaware 19713
302.738.7551
fax: 302.454.5988

# TEST BORING LOG

| | | | |
|---|---|---|---|
| Project Name: | BWCI INFIRMARY ADDITION | | Project No.: 103IS8477 |
| Project Location: | 660 BAYLOR BLVD, NEW CASTLE, DE | | Page 1 of 1 |
| Boring No.: | TB-02 | Dates(s) Drilled: 01/17/25 | Inspector: RHB |
| Surface Elev: | ~17.1 | Drilling Method: SPT - ASTM D1586 | Driller: BEN |
| Drilling Contractor: | HYNES & ASSOCIATES | Groundwater Depth (ft): 16.0 | Total Depth (ft): 25.0 |

| Sample No. | Sample Depth (ft) From | Sample Depth (ft) To | Strata Depth (ft) From | Strata Depth (ft) To | Recov. (in) | Strata (USCS) | Description of Materials | 6" Increment Blows * | | | | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 0.0 | 0.5 | | | TOPSOIL (6") | | | | | |
| 1 | 0.0 | 2.0 | 0.5 | | | A (SM) | ORANGE BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT, TRACE | 2 | 4 | 7 | 8 | **11** |
| | | | | | | | FINE GRAVEL. | | | | | |
| 2 | 2.0 | 4.0 | | | | | GRAYISH BROWN FINE TO MEDIUM SAND AND SILT, TRACE FINE | 4 | 7 | 7 | 8 | **14** |
| | | | | | | | GRAVEL. | | | | | |
| 3 | 4.0 | 6.0 | | | | | GRAYISH BROWN FINE TO MEDIUM SAND WITH SOME SILT, TRACE | 6 | 7 | 7 | 9 | **14** |
| | | | | 6.5 | | | FINE TO COARSE GRAVEL. CONTAINS CLAYEY SAND INTERBEDS. | | | | | |
| 4 | 6.0 | 8.0 | 6.5 | | | B (SM) | REDDISH BROWN FINE TO MEDIUM SAND WITH SOME SILT. | 3 | 4 | 6 | 8 | **10** |
| | | | | | | | | | | | | |
| 5 | 8.0 | 10.0 | | | | | ORANGE BROWN FINE SAND WITH SOME SILT. | 3 | 2 | 3 | 3 | **5** |
| | | | | | | | | | | | | |
| 6 | 13.5 | 15.0 | | | | | YELLOW BROWN FINE TO COARSE SAND WITH SOME SILT. TRACE | 11 | 11 | 10 | | **21** |
| | | | | | | | FINE GRAVEL. | | | | | |
| 7 | 18.5 | 20.0 | | | | | YELLOW BROWN FINE TO COARSE SAND WITH SOME SILT. TRACE | 4 | 8 | 7 | | **15** |
| | | | | | | | FINE GRAVEL. WET. | | | | | |
| 8 | 23.5 | 25.0 | | 25.0 | | | SAME. | 7 | 10 | 14 | | **24** |
| | | | | | | | WATER LEVEL THROUGH AUGERS AT 16'. | | | | | |
| | | | | | | | CAVED AT 2.5'. | | | | | |

NOT FOR BIDDING PURPOSES

Notes/Comments:
Pocket Penetrometer Testing

* Number of blows of 140 lb. Hammer dropped 30 in. required to drive 2 in. split-spoon sampler in 6 in. increments.
N: Number of blows to drive spoon from 6" to 18" interval.

**TETRA TECH**
240 Continental Drive, Suite 200
Newark, Delaware 19713
302.738.7551
fax: 302.454.5988

# TEST BORING LOG

| | | | |
|---|---|---|---|
| Project Name: | BWCI INFIRMARY ADDITION | | Project No.: 103IS8477 |
| Project Location: | 660 BAYLOR BLVD, NEW CASTLE, DE | | Page 1 of 1 |
| Boring No.: | TB-03 | Dates(s) Drilled: 01/17/25 | Inspector: RHB |
| Surface Elev: | ~17.8 | Drilling Method: SPT - ASTM D1586 | Driller: BEN |
| Drilling Contractor: | HYNES & ASSOCIATES | Groundwater Depth (ft): NOT ENCOUNTERED | Total Depth (ft): 25.0 |

| Sample No. | Sample Depth (ft) From | Sample Depth (ft) To | Strata Depth (ft) From | Strata Depth (ft) To | Recov. (in) | Strata (USCS) | Description of Materials | 6" Increment Blows * | | | | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 0.0 | 0.4 | | | TOPSOIL (5") | | | | | |
| 1 | 0.0 | 2.0 | 0.4 | | | A (SM) | ORANGE BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT. | 1 | 2 | 5 | 13 | **7** |
| 2 | 2.0 | 4.0 | | | | | GRAY MATRIX OF FINE TO MEDIUM SAND AND SILT, TRACE FINE | 5 | 7 | 7 | 10 | **14** |
| | | | | | | | GRAVEL. | | | | | |
| 3 | 4.0 | 6.0 | | | | | GRAY MATRIX OF FINE TO MEDIUM SAND AND SILT, TRACE FINE | 6 | 6 | 6 | 5 | **12** |
| | | | | 7.0 | | | GRAVEL. | | | | | |
| 4 | 6.0 | 8.0 | 7.0 | | | B (SM) | YELLOW BROWN FINE TO MEDIUM SAND WITH SOME SILT. | 2 | 3 | 5 | 6 | **8** |
| 5 | 8.0 | 10.0 | | | | | REDDISH BROWN FINE TO COARSE SAND WITH SOME SILT, TRACE | 4 | 11 | 23 | 25 | **34** |
| | | | | 12.0 | | | FINE TO COARSE GRAVEL. HAS CLAYEY SAND SEAMS. | | | | | |
| 6 | 13.5 | 15.0 | 12.0 | | | C (CL) | RED CLAY (POTOMAC) | 4 | 10 | 15 | | **25** |
| 7 | 18.5 | 20.0 | | | | | RED CLAY | 4 | 7 | 11 | | **18** |
| 8 | 23.5 | 25.0 | | 25.0 | | | RED CLAY | 4 | 5 | 9 | | **14** |
| | | | | | | | WATER LEVEL NOT ENCOUNTERED (DUE TO RED CLAY) | | | | | |
| | | | | | | | CAVED AT 5.0'. | | | | | |

NOT FOR BIDDING PURPOSES

Notes/Comments:
Pocket Penetrometer Testing

* Number of blows of 140 lb. Hammer dropped 30 in. required to drive 2 in. split-spoon sampler in 6 in. increments.
N: Number of blows to drive spoon from 6" to 18" interval.

**TETRA TECH**
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Newark, Delaware 19713
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fax: 302.454.5988

# TEST BORING LOG

| | | | |
|---|---|---|---|
| Project Name: | BWCI INFIRMARY ADDITION | | Project No.: 103IS8477 |
| Project Location: | 660 BAYLOR BLVD, NEW CASTLE, DE | | Page 1 of 1 |
| Boring No.: | TB-04 | Dates(s) Drilled: 01/17/25 | Inspector: RHB |
| Surface Elev: | ~16.5 | Drilling Method: SPT - ASTM D1586 | Driller: BEN |
| Drilling Contractor: | HYNES & ASSOCIATES | Groundwater Depth (ft): 15.5 | Total Depth (ft): 25.0 |

| Sample No. | Sample Depth (ft) From | Sample Depth (ft) To | Strata Depth (ft) From | Strata Depth (ft) To | Recov. (in) | Strata (USCS) | Description of Materials | 6" Increment Blows * | | | | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 0.0 | 1.0 | | | TOPSOIL (12") | | | | | |
| 1 | 0.0 | 2.0 | 1.0 | | | A (SM) | YELLOW BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT. | 2 | 2 | 3 | 4 | **5** |
| | | | | | | | | | | | | |
| 2 | 2.0 | 4.0 | | | | | YELLOW BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT. | 3 | 6 | 9 | 10 | **15** |
| | | | | | | | | | | | | |
| 3 | 4.0 | 6.0 | | | | | GRAY MATRIX OF FINE TO MEDIUM SAND AND SILT, WITH CLAYEY | 4 | 6 | 8 | 11 | **14** |
| | | | | 5.0 | | | SAND INTERBEDS, TRACE FINE GRAVEL. | | | | | |
| 4 | 6.0 | 8.0 | 5.0 | | | B (SM) | BROWN FINE SAND WITH A LITTLE SILT, TRACE FINE | 5 | 9 | 9 | 10 | **18** |
| | | | | | | | TO COARSE GRAVEL. | | | | | |
| 5 | 8.0 | 10.0 | | | | | BROWN FINE TO MEDIUM SAND WITH A LITTLE SILT, TRACE FINE | 4 | 5 | 8 | 9 | **13** |
| | | | | | | | TO COARSE GRAVEL. | | | | | |
| 6 | 13.5 | 15.0 | | | | | BROWN FINE TO COARSE SAND WITH A LITTLE SILT, TRACE FINE | 11 | 5 | 3 | | **8** |
| | | | | 19.5 | | | TO COARSE GRAVEL. WET. | | | | | |
| 7 | 18.5 | 20.0 | 19.5 | | | C (CL) | RED CLAY (POTOMAC) | 2 | 3 | 6 | | **9** |
| | | | | | | | | | | | | |
| 8 | 23.5 | 25.0 | | 25.0 | | | RED CLAY. | 3 | 3 | 7 | | **10** |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | WET ON SPOON AT 16'. | | | | | |
| | | | | | | | WATER LEVEL THORUGH AUGERS AT 15.5' | | | | | |
| | | | | | | | CAVED AT 5.0'. | | | | | |
| | | | | | | | | | | | | |
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NOT FOR BIDDING PURPOSES

Notes/Comments:
Pocket Penetrometer Testing

* Number of blows of 140 lb. Hammer dropped 30 in. required to drive 2 in. split-spoon sampler in 6 in. increments.
N: Number of blows to drive spoon from 6" to 18" interval.

# APPENDIX C

## Laboratory Testing Summary

NOT FOR BIDDING PURPOSES

# LABORATORY TESTING SUMMARY
# BWCI INFIRMARY EXPANSION
# NEW CASTLE, DELAWARE

| SPT Soil Boring No. | Sample No. | Stratum | Depth of Sample (ft.) | | Water Content, % (ASTM D2216) | Percent Silts/Clays, % (ASTM D1140) | Atterberg Limits (ASTM D4318) | | | USCS Classif. (ASTM D2487) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | From | To | | | Liquid Limit, % | Plastic Limit, % | Plasticity Index, % | |
| TB-01 | 2 | A | 2.0 | 4.0 | 18.1 | 45.6 | - | - | - | - |
| | 5 | B | 8.0 | 10.0 | 12.3 | 15.3 | - | - | - | - |
| TB-02 | 2 | A | 2.0 | 4.0 | 17.6 | 41.3 | - | - | - | - |
| | 4 | B | 6.0 | 8.0 | 13.5 | 28.9 | - | - | - | - |
| | 6 | B | 13.5 | 15.0 | 18.4 | 32.1 | - | - | - | - |
| TB-03 | 3 | A | 4.0 | 6.0 | 19.1 | 43.5 | - | - | - | - |
| | 4 | B | 6.0 | 8.0 | 14.2 | 22.4 | - | - | - | - |
| | 6 | C | 13.5 | 15.0 | 21.1 | 96.1 | 45 | 24 | 21 | CL |
| TB-04 | 2 | A | 2.0 | 4.0 | 13.8 | 17.8 | - | - | - | - |
| | 4 | B | 6.0 | 8.0 | 14.1 | 18.1 | - | - | - | - |
| | 7 | C | 18.5 | 20.0 | 20.9 | 95.2 | 44 | 24 | 20 | CL |

Notes:

1) Sample depths based on feet below grade at time of exploration.

NOT FOR BIDDING PURPOSES

## UNIFIED SOIL CLASSIFICATION SYSTEM [Casagrande (1948)]

| Major Divisions | | | Group Symbols | Typical Descriptions |
|---|---|---|---|---|
| Coarse Grained Soils (More than half of material is larger than No. 200 sieve) | Gravels More than half of coarse fraction is larger than No. 4 sieve | Clean gravel (Little or no fines) | GW | Well-graded gravels, gravel-sand mixtures, little or no fines |
| | | | GP | Poorly graded gravels, gravel-sand mixtures, little or no fines |
| | | Gravel with fines (Appreciable amount of fines) | GM | Silty gravels, gravel-sand-silt mixtures |
| | | | GC | Clayey gravels, gravel-sand-clay mixtures |
| | Sands (More than half of coarse fraction is smaller than No. 4 Sieve) | Clean sands (Little or no fines) | SW | Well graded sands, gravely sands, little or no fines |
| | | | SP | Poorly graded sands, gravelly sands, little or no fines |
| | | Sands with fines (Appreciable amount of fines) | SM | Silty sands, sand-silt mixtures |
| | | | SC | Clayey sands, sand-clay mixtures |
| Fine-grained soils (More than half of material is smaller than No. 200 sieve) | Silts and clays (Liquid limit less than 50) | | ML | Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity |
| | | | CL | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays |
| | | | OL | Organic silts and organic silty clays of low plasticity |
| | Silts and clays (Liquid limit greater than 50) | | MH | Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts |
| | | | CH | Inorganic clays of high plasticity, fat clays |
| | | | OH | Organic clays of medium to high plasticity, organic silts |
| | Highly organic soils | | Pt | Peat and other highly organic soils |

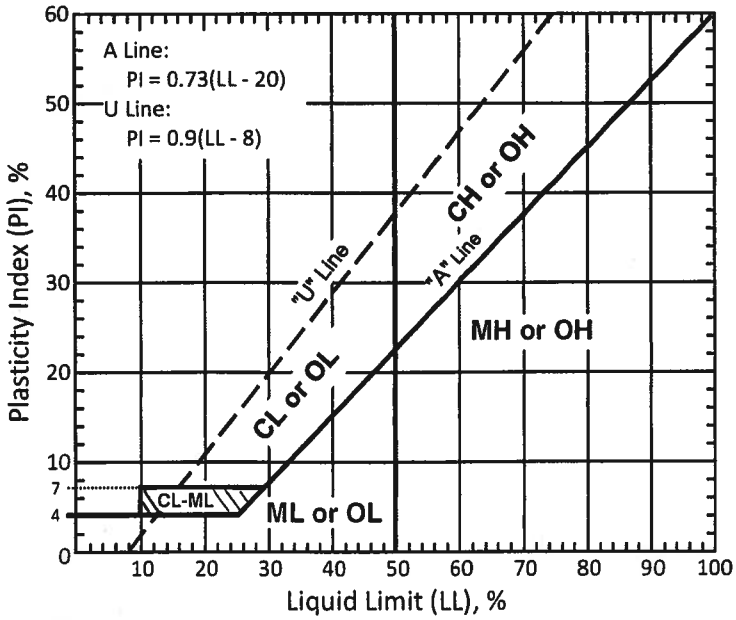
**Laboratory Classifications**

Determine Percentage of sand and gravel from grain size curve. Depending on Percentage of fines (fraction smaller than No. 200 sieve), coarse-grained soils are classified as follows:

| | |
|---|---|
| Less than 5 percent | GW, GP, SW, SP |
| More than 12 percent | GM. GC, SM, SC |
| 5 to 12 percent | Borderline cases requiring dual symbols[1] |

| | |
|---|---|
| $C_u=\frac{D_{60}}{D_{10}}$ greater than 4: $C_c=\frac{(D_{30})2}{D_{10} \times D_{60}}$ between 1 and 3 | |
| Not meeting $C_u$ or $C_c$ requirements for GW | |
| Atterberg limits below A Line or $I_p$ less than 4 | Limits plotting in hatched zone with $I_p$ between 4 and 7 are borderline cases requiring use of dual symbols |
| Atterberg limits above A line with $I_p$ greater than 7 | |
| $C_u=\frac{D_{60}}{D_{10}}$ greater than 6 $C_c=\frac{(D_{30})2}{D_{10} \times D_{60}}$ between 1 and 3 | |
| Not meeting $C_u$ or $C_c$ requirements for SW | |
| Atterberg limits below A Line or $I_p$ less than 4 | Limits Plotting in hatched zone with $I_p$ between 4 and 7 are borderline cases requiring use of dual symbols |
| Atterberg limits above A line with $I_p$ greater than 7 | |

For soils plotting nearly on A line use dual symbols i.e ., $I_p$ = 29.5, $w_L$=60 gives CH-MH. When $w_L$ is near 50 use CL-CH or ML-MH. Take near as ± 2 percent.




(1) Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC. well-graded gravel-sand mixture with clay binder.

NOT FOR BIDDING PURPOSES