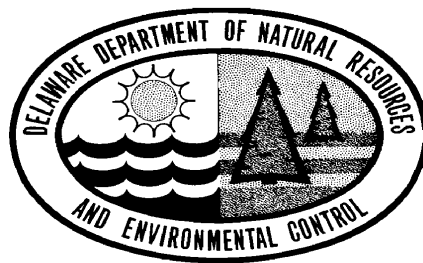


STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

SITE INVESTIGATION AND RESTORATION SECTION
(DNREC-SIRS)



SPECIFICATIONS FOR THE
FORMER GEORGE GRAY ELEMENTARY
SCHOOL SITE REMEDIATION

WILMINGTON, DELAWARE

PREPARED BY
BLACK & VEATCH

CONTRACT NO. NAT-16-001GREYREM

JANUARY 2016

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LOCATION AND DIRECTIONS

DNREC Program: Site Investigation and Restoration Section

Where: 391 Lukens Drive, New Castle, Delaware, 19720
Phone Number: (Office) 302.395.2600 (Fax) 302.395.2601
Section Administrator: Timothy Ratsep
Project Manager: Lawrence Jones

Directions:

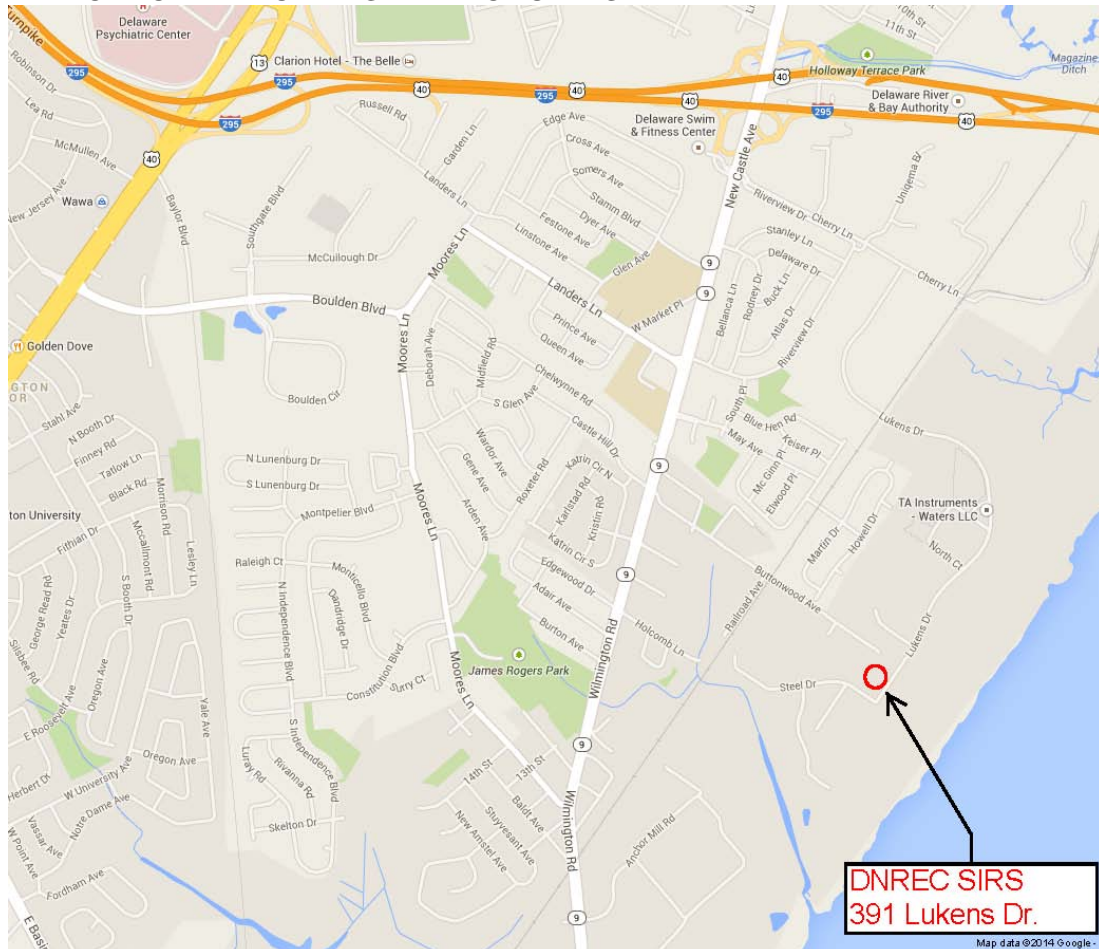
From I-95 or Rt 13/40

Take I-295 to Delaware Memorial Bridge. Exit at Rt 9 South (last exit before toll booths.) Proceed straight onto Cherry Lane from traffic light at Rt 9. Continue on Cherry Lane 0.4 miles and turn right into Lukens Drive (you may not see the sign for Lukens Dr. but you will see the sign for Riveredge Park). DNREC Office is 1.1 miles on the right across from a pond.

From New Jersey

Cross Delaware Memorial Bridge and take first exit onto Rt 9 South. Cross over I-295 and turn left onto Cherry Lane. Proceed as described above.

PARK IN FRONT OF THE BUILDING NEXT TO LUKENS DRIVE



END OF SECTION – TABLE OF CONTENTS & DIRECTIONS TO DNREC-SIRS OFFICE

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LIST OF DRAWING SHEETS

<u>Sheet No</u>	<u>Title</u>
C-000	COVER
C-100	CIVIL LEGEND AND GENERAL NOTES
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INVITATION TO BID

The Department of Natural Resources and Environmental Control, Site Investigation and Restoration Section, will receive sealed bids in the conference room, DNREC Building, 391 Lukens Dr., New Castle, DE 19720, until 3:00 p.m., February 8, 2016, at which time they will be publicly opened for the following project:

Former George Gray Elementary School Site Remediation, Contract No. NAT-16-001GREYREM.

Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

The project includes importing 24 inches of clean fill (20" of certified clean fill and 4" of certified clean topsoil) which will be stabilized with grass cover to provide a protective soil barrier. This proposed action also includes the installation of a geotextile fabric across the Site in-between the existing grades and clean soil. In areas where the existing grades cannot be increased by 24 inches, the existing soil will be excavated to an appropriate depth to achieve the 24 inch clean soil barrier. Existing Site features which include fences, concrete sidewalks, and trees will need to be removed and/or replaced if they are within the limit of the protective barrier. Some existing larger trees will remain. Drainage utilities are also part of the associated work.

There will not be a Pre-Bid Meeting.

Sealed bids shall be addressed to the DNREC-SIRS,

Dept. of Natural Resources & Environmental Control
Site Investigation and Restoration Section
391 Lukens Drive
New Castle, DE 19720
Attn: Lawrence Jones Phone No. 302-395-2624

The outer envelope should clearly indicate: "**CONTRACT NO. NAT-16-001GREYREM - SEALED BID - DO NOT OPEN.**"

A copy of the bidding documents can be obtained on the State of Delaware Bid Solicitation Directory website: <http://www.bids.delaware.gov/>

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

END OF ADVERTISEMENT FOR BIDS

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INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 (OWNER): 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, General Conditions, Supplementary General Conditions, General Requirements, the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, the form of agreement between the Owner and the Contractor, Drawings, Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 DESIGNER: The party contracted to complete the project design. The terms "DNREC Representative," "Architect," and "Engineer" will all refer to the designer.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 There is no pre-bid meeting.
- 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 his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents at the State of Delaware Bid Solicitation Directory website: <http://www.bids.delaware.gov/>
- 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 Owner (Contact: Lawrence Jones, Lawrence.jones@state.de.us) at least seven days prior to the date for receipt of Bids.** Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.
- 3.3 **SUBSTITUTIONS**
- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 **ADDENDA**
- 3.4.1 Addenda will be post to the Delaware Bid Solicitation Directory website: <http://www.bids.delaware.gov>
- 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 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.**

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License
- 4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, 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. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 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 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 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.

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

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

4.5.4 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.

4.6 SUBMISSION OF BIDS

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

4.6.2 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.

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

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

4.6.5 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.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 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.

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 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. 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 one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, 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 a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom 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 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

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.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

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Former George Gray Elementary School Site Remediation
Wilmington, Delaware
NAT-16-001GREYREM

BID FORM

For Bids Due: 02/08/16

To: Dept. of Natural Resources & Environmental Control
Site Investigation and Restoration Section (DNREC-SIRS)
391 Lukens Drive
New Castle, DE 19720
Attn: Lawrence Jones

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

\$ _____
(\$ _____)

Former George Gray Elementary School Site Remediation
Wilmington, Delaware
NAT-16-001GREYREM

BID FORM

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

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

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

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

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

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Affidavit(s) of Employee Drug Testing Program

Former George Gray Elementary School Site Remediation
Wilmington, Delaware
NAT-16-001GREYREM

BID FORM

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Earth Work	_____	_____	_____
2. Site Work	_____	_____	_____
3. Imported Fill	_____	_____	_____
4. Blue Card Holder	_____	_____	_____
5. Certified Construction Reviewer	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

BID FORM
NON-COLLUSION STATEMENT

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

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

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BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ DNREC-SIRS _____ 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 _____ DNREC-SIRS _____ 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 _____ DNREC-SIRS _____ this Contract to be entered into within
twenty days after the date of official notice of the award thereof in accordance with the terms of said
proposal, then this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

		Name of Bidder (Organization)
Corporate Seal	By:	_____
		Authorized Signature
Attest _____		_____
		Title

		Name of Surety
Witness: _____	By:	_____

		Title

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

AIA[®] Document A101[™] – 2007

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

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

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

DNREC - Site Investigation and Restoration Section
391 Lukens Drive
New Castle, Delaware 19720

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

TBD
TBD
TBD

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

The Former George Gray Elementary School Site
2200 North Locust Street, Wilmington, DE

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

Black & Veatch
200 Bellevue Parkway, Suite 215
Wilmington, Delaware 19809

The Owner and Contractor agree as follows.

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
- 10 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

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

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

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

Item

Price (\$0.00)

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 certified amount to the Contractor not later than the _____ day of the (same) (following) month. If an Application for Payment is received by the Architect after the application date fixed above, payment 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

Init.

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

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

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

§ 9.1.5 The Drawings:

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

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

§ 9.1.6 The Addenda, if any:

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

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

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

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

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

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

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document G702[™]-1992, Application and Certification for Payment, or G736[™]-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, 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: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D + E + F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	%					
								(G + C)	
GRAND TOTAL									

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AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: DNREC - Site Investigation and R PROJECT: The Former George Gray Elementary APPLICATION NO: 001
 391 Lukens Drive 2200 North Locust Street, Wilmin PERIOD TO: OWNER
 New Castle, Delaware 19720

FROM VIA ARCHITECT: Black & Veatch CONTRACT FOR: ARCHITECT
 CONTRACTOR: TBD 200 Bellevue Parkway, Suite 215 CONTRACT DATE: CONTRACTOR
 TBD Wilmington, Delaware 19809 PROJECT NOS: FIELD
 TBD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ _____
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
(Columns 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 minus 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 minus Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
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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GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

 **AIA[®] Memorandum**

Insurance Cancellation Notice Requirements

In September of 2009, the Association for Cooperative Operations Research and Development (ACORD) amended its Form 25 Certificate of Liability Insurance (ACORD Form 25) as it relates an insurer's duty to give notice of cancellation of an insurance policy. The changes, and related rulings by state insurance administrative agencies, make it difficult or impossible for construction industry professionals to satisfy some requirements found in several AIA Contract Documents. Due to these developments, edits may be required to the standard text of the following AIA Contract Documents:

A107–2007	Sections 17.1 and 17.3.2
A141–2004 Exhibit A	Sections A9.10.2, A11.2.3 and A.11.4.6
A142–2004 Exhibit A	Section A9.10.2
A142–2004 Exhibit E	Section E.1.3
A201–2007	Sections 9.10.2, 11.1.3 and 11.3.6
A201–2007 SP	Sections 9.10.2, 11.1.3 and 11.3.6
A232–2009	Sections 9.10.2, 11.1.3 and 11.3.6
A232–2009 SP	Sections 9.10.2, 11.1.3 and 11.3.6
A251–2007	Section 13.1.3
A295–2008	Sections 10.2.2, 11.1.3 and 11.3.6
A401–2007	Section 13.3
A401–2007 SP	Section 13.3
A441–2008	Section 13.3
C101–1993	Section 9.3
C191–2009 Exhibit A	Sections A12.9.2 and A14.1.3
C196–2008	Section 2.4.5
C197–2008	Section 2.7.5
C198–2010	Section 2.9.3
C199–2010 Exhibit A	Sections A.5.26.2.2, A6.1.3 and A6.3.6

For more information, please visit AIA.org and read a memorandum entitled “Changes in the Insurance Industry Impact Notice of Policy Cancellation.” This memorandum (1) provides an overview of the ACORD Form 25 changes and related rulings by state agencies, and (2) suggests edits that users might incorporate into standard AIA Contract Documents to respond to these changes and rulings.

To read the memorandum, visit the AIA Contract Documents Reference Material Web site, www.aia.org/contractdocs/reference. At the bottom of the **Reference Material** page, click **Other Reference Material**. On the Other Reference Material page, the memorandum is listed under the subheading “Corrections, Modifications and Important Information.”

You may also access the memorandum by typing the following URL into your Web browser:

www.aia.org/groups/aia/documents/pdf/aiab101644.pdf



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

The Former George Gray Elementary School Site
2200 North Locust Street, Wilmington, DE

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

THE OWNER:

(Name, legal status and address)

DNREC - Site Investigation and Restoration Section
391 Lukens Drive
New Castle, DE 19720

THE ARCHITECT:

(Name, legal status and address)

Black & Veatch
200 Bellevue Parkway, Suite 215
Wilmington, DE 19809

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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 requirements.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work 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.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

§ 9.3.1.1 As provided in Section 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.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

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Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

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

3.5 WARRANTY

Add the following Paragraphs:

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

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

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

3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

3.17 In the second sentence of the paragraph, insert "indemnify" between "shall" and "hold".

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

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

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

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

Delete Paragraph 5.2.3 in its entirety and replace with the following:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

- 9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

WAGE RATE REQUIREMENTS

STATE OF DELAWARE
 DEPARTMENT OF LABOR
 DIVISION OF INDUSTRIAL AFFAIRS
 OFFICE OF LABOR LAW ENFORCEMENT
 PHONE: (302) 451-3423

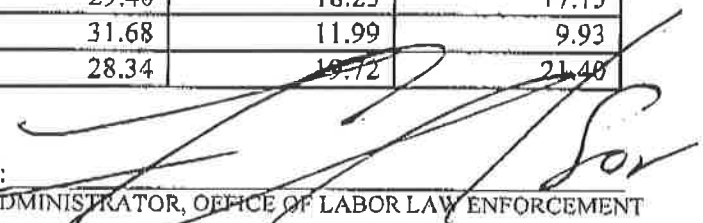
Mailing Address:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

Located at:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

PREVAILING WAGES FOR **HEAVY CONSTRUCTION**
 EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.14	18.60	40.43
BOILERMAKERS	73.62	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	43.00	23.30	16.00
ELECTRICAL LINE WORKERS	62.75	26.30	62.75
ELECTRICIANS	63.60	63.60	63.60
GLAZIERS	19.54	16.96	11.48
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	55.78
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	65.23	65.23	51.80
PAINTERS	75.26	75.26	75.26
PILEDRIVERS	71.17	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	76.78	76.78	17.12
POWER EQUIPMENT OPERATORS	59.81	59.81	59.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	28.34	19.72	21.48

CERTIFIED : 8/27/15

BY: 
 ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

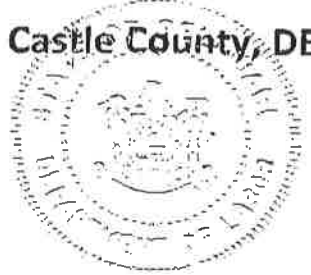
NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

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

NON- REGISTERED APPRENTICES MUST BE PAID THE MECHANICS RATE.

THESE RATES ARE BRING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

The Former George Gray Elementary School Sites, New Castle County, DE



GENERAL REQUIREMENTS

TABLE OF ARTICLES

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7. CHANGES IN THE WORK
8. TIME
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10. PROTECTION OF PERSONS AND PROPERTY
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13. MISCELLANEOUS PROVISIONS
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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

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

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

- 3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104-“Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing 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 require, cause judgement to be confessed upon the bond.

- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

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

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
 - A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

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

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 11: INSURANCE AND BONDS

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

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|---|---|
| Bodily Injury | \$500,000
\$1,000,000
\$1,000,000 | for each person
for each occurrence
aggregate |
| Property Damage | \$500,000
\$1,000,000 | for each occurrence
aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|---|---|
| Bodily Injury | \$500,000
\$1,000,000
\$1,000,000 | for each person
for each occurrence
aggregate |
| Property Damage | \$500,000
\$500,000 | for each occurrence
aggregate |

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

END OF GENERAL REQUIREMENTS

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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 submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

SECTION 01005 - ADMINISTRATIVE PROVISIONS

TABLE OF ARTICLES

1. WORK COVERED BY THE CONTRACT DOCUMENTS
2. CONTRACT METHOD
3. WORK SEQUENCE
4. CONTRACTOR USE OF PREMISES
5. OWNER OCCUPANCY
6. OWNER-FURNISHED PRODUCTS
7. ALLOWANCES
8. ALTERNATES
9. UNIT PRICES
10. APPLICATIONS FOR PAYMENT
11. OWNER SUPPLIED CONSTRUCTION DOCUMENTS
12. COORDINATION
13. FIELD ENGINEERING
14. REFERENCE STANDARDS

ARTICLE 1: WORK COVERED BY CONTRACT DOCUMENTS

- 1.1 The work includes, but is not necessarily limited to, importing 24 inches of clean fill (20" of certified clean fill and 4" of certified clean topsoil) which will be stabilized with grass cover to provide a protective soil barrier. This proposed action also includes the installation of a geotextile fabric across the Site in-between the existing grades and clean soil. In areas where the existing grades cannot be increased by 24 inches, the existing soil will be excavated to an appropriate depth to achieve the 24 inch clean soil barrier. Existing Site features which include fences, concrete sidewalks, and trees will need to be removed and/or replaced if they are within the limit of the protective barrier. Some existing larger trees will remain. Drainage utilities are also part of the associated work along with all else required to complete the Project in accordance with the Drawings and Specifications.

ARTICLE 2: CONTRACT METHOD

- 2.1 Construct the Work under a single, Lump Sum Contract.
- 2.2 Items noted "NIC" (Not in Contract), will be furnished and installed by others.

ARTICLE 3: WORK SEQUENCE

- 3.1 Construct Work in stages to accommodate Owner's occupancy requirements during the construction period; coordinate construction schedule and operations.
- 3.2 Begin Work within seven (7) days after issuance of a State purchase order and Notice to Proceed and be Substantially Completed within 90 working days.

ARTICLE 4: CONTRACTOR USE OF PREMISES

- 4.1 Limit use of premises for work and for construction operations to allow for Owner occupancy.
- 4.2 Coordinate use of premises under direction of Owner.
- 4.3 See Section 01010 – Summary of Work, Article 3 for details on daily time constraints.

ARTICLE 5: OWNER OCCUPANCY

- 5.1 Owner will occupy premises during entire period of construction for the conduct of his normal operations. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

ARTICLE 6: OWNER-FURNISHED PRODUCTS

- 6.1 None

ARTICLE 7: ALLOWANCES

- 7.1 None

ARTICLE 8: ALTERNATES

- 8.1 None

ARTICLE 9: UNIT

- 9.1 None

ARTICLE 10: APPLICATIONS FOR PAYMENT

- 10.1 Submit 3 copies of each application under procedures of Sections 00710 and 00800.
- 10.2 Content and Format: Use table of contents of Project Manual.

ARTICLE 11: OWNER SUPPLIED CONSTRUCTION DOCUMENTS

- 11.1 The Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals (or less if requested). Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 12: COORDINATION

- 12.1 Coordinate Work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- 12.2 Verify characteristics of elements of interrelated operating equipment are compatible; coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 12.3 Coordinate space requirements and installation of mechanical, electrical and plumbing work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 12.4 In finished areas (except as otherwise shown), conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- 12.5 Execute cutting and patching to integrate elements of Work, uncover ill-timed defective and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal penetrations through floors, walls, and ceilings.

ARTICLE 13: FIELD ENGINEERING

- 13.1 Provide field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.
- 13.2 Control datum for survey is that shown on drawings. Locate and protect control and reference points.

ARTICLE 14: REFERENCE STANDARDS

- 14.1 For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- 14.2 The date of the standard is that in effect as of the Bid date, except when a specific date is specified.
- 14.3 Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

END OF SECTION 01005 – ADMINISTRATIVE PROVISION

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SECTION 01010 - SUMMARY OF WORK

TABLE OF ARTICLES

1. PROJECT DESCRIPTION
2. WORK SEQUENCE
3. CONTRACTOR USE OF PREMISES

ARTICLE 1: PROJECT DESCRIPTION

- 1.1 The Contractor for this Project shall furnish all labor, materials, equipment and services necessary for and reasonably incidental to fully perform all the Work indicated as their responsibility and as shown on the Drawings and specified in the Specifications.
- 1.2 The Work shall include the following:
The Former George Gray Elementary School Site Remediation, as shown on the Drawings and as specified in the Specification Manual, including, but not necessarily limited to the following.
 - .1 Installation of site erosion and sediment controls and site demolition
 - .2 Excavation and grading to prepare the site for the 24" protective soil barrier
 - .3 Installation of proposed stormwater inlets and drainage pipes
 - .4 Placement of geotextile fabric
 - .5 Import and placement of 20" of certified clean fill and 4" of certified clean top soil
 - .6 Replace fence, sidewalks, curbs, and any items on the proposed plans
 - .7 Site stabilization.

ARTICLE 2: WORK SEQUENCE

- 2.1 The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities.

ARTICLE 3: CONTRACTOR USE OF PREMISES

- 3.1 General: Limit use of the premises to construction activities in areas indicated.
 - .1 Confine operations to areas within Contract limits indicated.
- 3.2 The Site is located on a school parcel and in a residential area. Drop off school bus activity is generally finished by 8:30am and utilizes Thatcher Street access for ingress and egress to the parking lot. End of day school buses line up starting at about 3:00pm and school dismissal is 3:30pm. There will be strict restrictions for when the contractor can begin and finish work each day.
 - .1 All site work within the limit of disturbance (grading, utility installation, etc.) can begin at 8am and must be completed by 5pm.
 - .2 Trucks hauling material (soil cap) to the site shall be limited to 9:00am -2:00pm.

END OF SECTION 01010 - SUMMARY OF WORK

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SECTION 01040 - PROJECT COORDINATION

TABLE OF ARTICLES

1. RELATED DOCUMENTS
2. SUMMARY
3. COORDINATION
4. SUBMITTALS
5. GENERAL INSTALLATION PROVISIONS
6. CLEANING AND PROTECTION

ARTICLE 1: RELATED DOCUMENTS

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

ARTICLE 2: SUMMARY

- 2.1 This Section specifies administrative and supervisory requirements necessary for Project Coordination including, but not necessarily limited to:
 - .1 Coordination.
 - .2 Administrative and Supervisory Personnel.
 - .3 General Installation Provisions.
 - .4 Cleaning and Protection.
- 2.2 Field engineering is included in Section "Field Engineering".
- 2.3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
- 2.4. Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

ARTICLE 3: COORDINATION

- 3.1 Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - .1 Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - .2 Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - .3 Make adequate provisions to accommodate items scheduled for later installation.
- 3.2 Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- .1 Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- 3.3 Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - .1 Preparation of schedules.
 - .2 Installation and removal of temporary facilities.
 - .3 Delivery and processing of submittals.
 - .4 Progress meetings.
 - .5 Project Close-out activities.
- 3.4 Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - .1 Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

ARTICLE 4: SUBMITTALS

- 4.1 Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - .1 40-hour training and most recent 8-hour refresher HAZWOPER Certifications
 - .2 Contractor Blue Card Certifications
 - .3 Certified Construction Review Certification

ARTICLE 5: GENERAL INSTALLATION PROVISIONS

- 5.1 Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- 5.2 Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- 5.3 Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- 5.4 Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- 5.5 Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- 5.6 Recheck measurements and dimensions, before starting each installation.
- 5.7 Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

- 5.8 Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- 5.9 Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

ARTICLE 6: CLEANING AND PROTECTION

- 6.1 During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- 6.2 Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- 6.3 Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - .1 Excessive static or dynamic loading.
 - .2 Excessive internal or external pressures.
 - .3 Excessively high or low temperatures.
 - .4 Thermal shock.
 - .5 Excessively high or low humidity.
 - .6 Air contamination or pollution.
 - .7 Water or ice.
 - .8 Solvents.
 - .9 Chemicals.
 - .10 Light.
 - .11 Radiation.
 - .12 Puncture.
 - .13 Abrasion.
 - .14 Heavy traffic.
 - .15 Soiling, staining and corrosion.
 - .16 Bacteria.
 - .17 Rodent and insect infestation.
 - .18 Combustion.
 - .19 Electrical current.
 - .20 High speed operation.
 - .21 Improper lubrication.
 - .22 Unusual wear or other misuse.
 - .23 Contact between incompatible materials.
 - .24 Destructive testing.
 - .25 Misalignment.
 - .26 Excessive weathering.
 - .27 Unprotected storage.
 - .28 Improper shipping or handling.
 - .29 Theft.
 - .30 Vandalism.
 - .31 Wind damage.

END OF SECTION 01040 - PROJECT COORDINATION

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SECTION 01050 - FIELD ENGINEERING

TABLE OF ARTICLES

1. RELATED DOCUMENTS
2. SUMMARY
3. SUBMITTALS
4. QUALITY ASSURANCE
5. EXAMINATION
6. PERFORMANCE

ARTICLE 1: RELATED DOCUMENTS

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

ARTICLE 2: SUMMARY

- 2.1 General: This Section specifies administrative and procedural requirements for Field Engineering services, including, but not necessarily limited to, the following:
 - .1 Land Survey Work

ARTICLE 3: SUBMITTALS

- 3.1 Certificates: Not Applicable
- 3.2 Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

ARTICLE 4: QUALITY ASSURANCE

- 4.1 Surveyor: Engage a Professional Land Surveyor, licensed in the State of Delaware, to perform required surveying services to ensure that grades, lines, levels, and locations of the Work are in compliance with the Contract Documents.

ARTICLE 5: EXAMINATION

- 5.1 The Owner will identify existing control point and benchmarks.
- 5.2 Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - .1 Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - .2 Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- 5.3 Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data

established by survey control points.

.1 Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

5.4 Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

ARTICLE 6: PERFORMANCE

6.1 Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

.1 Advise entities engaged in construction activities, of marked lines and levels provided for their use.

.2 As construction proceeds, check every major element for line, level and plumb.

6.2 Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.

.1 Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

.2 On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.

6.3 Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

6.4 Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.

END OF SECTION 01050 - FIELD ENGINEERING

SECTION 01090 - DEFINITIONS AND STANDARDS

TABLE OF ARTICLES

1. DEFINITIONS
2. SPECIFICATION FORMAT AND CONTENT EXPLANATION
3. DRAWING OF SYMBOLS
4. INDUSTRY STANDARDS

ARTICLE 1: DEFINITIONS:

- 1.1 Basic Contract definitions are included in the General Conditions, Supplementary General Conditions, General Requirements, and Instructions to Bidders.
- 1.2 INDICATED refers to graphic representations, notes or schedules on Drawings, or Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference.
- 1.3 DIRECTED: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Engineer", "requested by the Engineer", and similar phrases. No implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's supervision of construction.
- 1.4 APPROVE, used in conjunction with action on submittals, applications, and requests, is limited to the Owner's Representative's duties and responsibilities stated in General Conditions and Supplementary General Conditions. Approval shall not release the Contractor from responsibility to fulfill Contract requirements.
- 1.5 REGULATION includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- 1.6 FURNISH means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
- 1.7 INSTALL describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning and similar operations."
- 1.8 PROVIDE means "furnish and install, complete and ready for use."
- 1.9 INSTALLER: "Installer" is the Contractor or an entity engaged by the Contractor, as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - .1 The term "experienced", when used with "Installer" means having a minimum of 5 previous projects similar in size to this Project, and familiar with the precautions required, and with requirements of the authority having jurisdiction.
- 1.10 PROJECT SITE is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site shall be as directed by the Owner's Representative, and may or may not be identical with the description of the land upon which the Project is to be built.

- 1.11 TESTING LABORATORIES: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret results of those inspections or tests.
- 1.12 WORKING DAY: Any calendar day, except: 1) Saturdays, Sundays, and holidays; 2) days where conditions identified in the Contract require the Contractor to suspend construction operations; 3) days with inclement weather that prevents prosecution of the scheduled work. On inclement weather days that result in partial prosecution of the work, partial working days will be charged as determined by the Engineer. Partial working days will be charged in one-quarter day increments. If the Contractor receives permission from the Engineer to work on a Sunday or holiday, full working days will be charged, weather permitting. No time charge will be assessed if the Contractor elects to work on Saturdays. Should the Contractor prepare to begin work on any day on which inclement weather prevents the work from beginning at the usual starting time and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for construction operations.

ARTICLE 2: SPECIFICATION FORMAT AND CONTENT EXPLANATION

- 2.1 SPECIFICATION FORMAT: These specifications are organized into Divisions and Sections.
- 2.2 Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.
 - .1 IMPERATIVE LANGUAGE is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
 - .2 The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.
- 2.3 ASSIGNMENT OF SPECIALISTS: Certain construction activities shall be performed by specialists, recognized experts in the operations to be performed. Specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

ARTICLE 3: DRAWING OF SYMBOLS

- 3.1 GENERAL: Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eleventh edition.

ARTICLE 4: INDUSTRY STANDARDS

- 4.1 APPLICABILITY OF STANDARDS: Except where the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied into Contract Documents. Such standards are part of the Contract Documents by reference. Individual Sections indicate standards the Contractor must keep available at the Project Site.
- 4.2 PUBLICATION DATES: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

- .1 UPDATED STANDARDS: Submit a Change Order proposal where an applicable standard has been revised and reissued after the date of the Contract Documents and before performance of Work. The Engineer will decide whether to issue a Change Order to proceed with the updated standard.
- 4.3 CONFLICTING REQUIREMENTS: Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced. Refer uncertainties as to which quality level is more stringent to the Engineer for a decision before proceeding.
 - .1 MINIMUM QUANTITIES OR QUALITY LEVELS: The quantity or quality shown or specified is the minimum to be provided or performed. Indicated values are minimum or maximum values, as appropriate for the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.
- 4.4 COPIES OF STANDARDS: Each entity engaged on the Project shall be familiar with standards applicable to that activity. Copies of applicable standards are not bound with the Contract Documents.
 - .1 Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 - .2 Although copies of standards needed for enforcement of requirements may be part of submittals, the Owner's Representative reserves the right to require submittal of additional copies for enforcement of requirements.
- 4.5 ABBREVIATIONS AND NAMES: Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable. Refer to the "Encyclopedia of Associations", published by Gale, available in most libraries.
- 4.6 PERMITS, LICENSES, AND CERTIFICATES: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

2016 HOLIDAYS

STATE OF DELAWARE 2016 Holidays		
In accordance with Title 1, Chapter 5, §501, Delaware Code, as amended, the following are legal holidays in the State of Delaware for Calendar Year 2016 :		
New Year's Day	January 1	Thursday
Martin Luther King Jr. Day	January 18	Monday
Good Friday	March 25	Friday
Memorial Day	May 30	Monday
Independence Day	July 4	Friday
Labor Day	September 5	Monday
Election Day	November 8	Tuesday
Returns Day	November 10	Thursday
Veterans Day	November 11	Friday
Thanksgiving Day	November 24	Thursday
Day After Thanksgiving	November 25	Friday
Christmas Day	December 26*	Monday

* The observed date may be different for employees in 24/7 operations/facilities

**The State of Delaware grants two floating holidays to eligible employees per fiscal year.

END OF SECTION 01090 - DEFINITIONS AND STANDARDS & STATE HOLIDAYS

SECTION 01200 - PROJECT MEETINGS

TABLE OF ARTICLES

1. RELATED DOCUMENTS
2. SUMMARY
3. PRE-CONSTRUCTION CONFERENCE
4. PRE-INSTALLATION CONFERENCES
5. COORDINATION MEETINGS
6. PROGRESS MEETINGS

ARTICLE 1: RELATED DOCUMENTS

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

ARTICLE 2: SUMMARY

- 2.1 This Section specifies administrative and procedural requirements for Project Meetings including but not limited to:
 - .1 Pre-Construction Conference.
 - .2 Pre-Installation Conferences.
 - .3 Coordination Meetings.
 - .4 Progress Meetings.
- 2.2 Construction schedules are specified in another Division-1 Section.

ARTICLE 3: PRE-CONSTRUCTION CONFERENCE

- 3.1 Schedule a pre-construction conference and organizational meeting at the Project Site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- 3.2 Attendees: The Owner, Engineer and their consultants, the Contractor and their superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- 3.3 Agenda: Discuss items of significance that could affect progress including such topics as:
 - .1 Tentative construction schedule.
 - .2 Critical work sequencing.
 - .3 Designation of responsible personnel.
 - .4 Procedures for processing field decisions and Change Orders.
 - .5 Procedures for processing Applications for Payment.
 - .6 Distribution of Contract Documents.
 - .7 Submittal of Shop Drawings, Product Data and Samples.
 - .8 Preparation of record documents.
 - .9 Use of the premises.
 - .10 Parking availability
 - .11 Office, work and storage areas.
 - .12 Equipment deliveries and priorities.
 - .13 Safety procedures.

- .14 First aid.
- .15 Security.
- .16 Housekeeping.
- .17 Working hours.

ARTICLE 4: PRE-INSTALLATION CONFERENCES

- 4.1 Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer of scheduled meeting dates.
 - .1 Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - .1 Contract Documents.
 - .2 Options.
 - .3 Related Change Orders.
 - .4 Purchases
 - .5 Deliveries.
 - .6 Shop Drawings, Product Data and quality control Samples.
 - .7 Review of mockups
 - .8 Possible conflicts.
 - .9 Compatibility problems.
 - .10 Time schedules.
 - .11 Weather limitations.
 - .12 Manufacturer's recommendations.
 - .13 Warranty requirements.
 - .14 Compatibility of materials.
 - .15 Acceptability of substrates.
 - .16 Temporary facilities.
 - .17 Space and access limitations.
 - .18 Governing regulations.
 - .19 Safety.
 - .20 Inspection and testing requirements.
 - .21 Required performance results.
 - .22 Recording requirements.
 - .23 Protection.
- 4.2 Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Engineer.
- 4.3 Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

ARTICLE 5: COORDINATION MEETINGS

- 5.1 Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- 5.2 Request representation at each meeting by every party currently involved in coordination or

planning for the construction activities involved.

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

ARTICLE 6: PROGRESS MEETINGS

- 6.1 Conduct progress meetings at the Project Site at regularly scheduled intervals. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

.1 Progress meetings will be held on site bi-weekly.

- 6.2 Attendees: In addition to representatives of the Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

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

.1 Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.

.2 Review the present and future needs of each entity present, including such items as:

- .1 Interface requirements.
- .2 Time.
- .3 Sequences.
- .4 Deliveries.
- .5 Off-site fabrication problems.
- .6 Access.
- .7 Site utilization.
- .8 Temporary facilities and services.
- .9 Hours of work.
- .10 Hazards and risks.
- .11 Housekeeping.
- .12 Quality and work standards.
- .13 Change Orders.
- .14 Documentation of information for payment requests.
- .15 Submittals and other items affecting progress of work.

- 6.4 Reporting: No later than 5 days after each progress meeting date, the Owner will distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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

END OF SECTION 01200 - PROJECT MEETINGS

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SECTION 01300 - SUBMITTALS

TABLE OF ARTICLES

1. REQUIREMENTS INCLUDED
2. PROCEDURES
3. CONSTRUCTION PROGRESS SCHEDULES
4. SCHEDULE OF VALUES
5. SHOP DRAWINGS
6. PRODUCT DATA
7. MANUFACTURERS' INSTRUCTIONS
8. SAMPLES
9. FIELD SAMPLES
10. ITEMS TO BE SUBMITTED AT CONTRACT SIGNING
11. COLOR SELECTION
12. SUBMITTAL SCHEDULE

ARTICLE 1: REQUIREMENTS INCLUDED

- 1.1 Procedures.
- 1.2 Construction Progress Schedules.
- 1.3 Schedule of Values.
- 1.4 Shop Drawings.
- 1.5 Product Data.
- 1.6 Samples.
- 1.7 Manufacturers' Instructions.
- 1.8 Manufacturers' Certificates.
- 1.9 Submittal Schedule.

ARTICLE 2: PROCEDURES

- 2.1 Deliver submittals to Architect at 200 Bellevue Parkway, Suite 215, Wilmington, DE 19809.
- 2.2 Transmit each item under a transmittal. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps. Allow 2 weeks for Engineer's initial processing of submittals requiring review and return. Submittals will be returned without action when received indirectly (not through the Contractor).
- 2.3 Submit initial progress schedules and schedule of values in duplicate within fourteen (14) days after award of Contract. After review by Engineer, revise and resubmit as required. Submit revised schedules reflecting changes since previous submittal.
- 2.4 Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- 2.5 After Engineer's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- 2.6 Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- 2.7 Submit a complete schedule of submittals in duplicate within (20) days after award of Contract. After review by Engineer, revise and resubmit as required. Submit revised schedules reflecting

changes since previous submittal.

ARTICLE 3: CONSTRUCTION PROGRESS SCHEDULES

- 3.1 Submit horizontal bar chart with separate bar for each major trade or operation identifying first work day of each week.

ARTICLE 4: SCHEDULE OF VALUES

- 4.1 Submit typed schedule on AIA Form G703. Contractor's standard form or media-driven printout will be considered on request.
- 4.2 Format: Table of Contents of this Project Manual. Identify each line item with number and title of the major Specification sections.
- 4.3 Include in each line item amount of Allowances specified in Section 01020. For Unit Cost Allowances, give quantities measured from Contract Documents multiplied by the unit cost equal to the total for the item.
- 4.4 Include in each line item a directly proportional amount of Contractor's overhead and profit.
- 4.5 Revise schedule to list Change Orders, for each application for payment.

ARTICLE 5: SHOP DRAWINGS

- 5.1 Submit the number of opaque reproductions which Contractor requires, plus four (4) copies which will be retained by Engineer.

ARTICLE 6: PRODUCT DATA

- 6.1 Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work. Include manufacturers' installation instructions when required by the Specification Section.
- 6.2 Submit the number of copies which Contractor requires, plus four (4) copies which will be retained by Engineer.

ARTICLE 7: MANUFACTURERS' INSTRUCTIONS

- 7.1 When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for product data.

ARTICLE 8: SAMPLES

- 8.1 Submit full range of manufacturers' standard colors, textures, and patterns for Architect's selection. Submit samples for selection of finishes within thirty (30) days after date of Contract.
- 8.2 Submit Samples to illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- 8.3 Include identification of each Sample, giving full information.
- 8.4 Submit the number specified in respective Specification Section; one will be retained by Engineer. Reviewed Samples which may be used in the Work are indicated in the Specification Section.

ARTICLE 9: FIELD SAMPLES

- 9.1 Provide field samples of finishes at Project as required by individual Specifications Section. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.

ARTICLE 10: ITEMS TO BE SUBMITTED AT CONTRACT SIGNING

- 10.1 Performance and Labor and Material Payment Bonds: One (1) copy of each bond for each copy of the Agreement, submit simultaneously with the signed Agreement.
- 10.2 Policies or Certificates of Insurance: One (1) copy of each policy or certificate for each copy of the Agreement, submit simultaneously with the signed Agreement.

ARTICLE 11: COLOR SELECTION

- 11.1 Submit all items requiring color selection together (at one time) to facilitate color coordination by Architect.

ARTICLE 12: SUBMITTAL SCHEDULE

- 12.1 Provide the following information:
- .1 Scheduled date for the first submittal.
 - .2 Related Section number.
 - .3 Submittal category (Shop Drawings, Product Data, or Samples).
 - .4 Name of Subcontractor.
 - .5 Description of the part of the Work covered.

END OF SECTION 01300 - SUBMITTALS

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SECTION 01400 - QUALITY CONTROL

TABLE OF ARTICLES

1. REQUIREMENTS INCLUDED
2. RELATED REQUIREMENTS
3. QUALITY CONTROL, GENERAL
4. WORKMANSHIP
5. MANUFACTURER'S INSTRUCTIONS
6. MANUFACTURER'S CERTIFICATES
7. MOCK-UPS
8. MANUFACTURER'S FIELD SERVICES
9. TESTING LABORATORY SERVICES

ARTICLE 1: REQUIREMENTS INCLUDED

- 1.1 General Quality Control.
- 1.2 Workmanship.
- 1.3 Manufacturer's Instructions.
- 1.4 Manufacturer's Certificates.
- 1.5 Mock-ups.
- 1.6 Manufacturer's Field Services.
- 1.7 Testing Laboratory Services.

ARTICLE 2: RELATED REQUIREMENTS

- 2.1 Section 00700 - General Conditions and Section 00710 - General Requirements: Inspection and testing required by governing authorities.

ARTICLE 3: QUALITY CONTROL, GENERAL

- 3.1 Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

ARTICLE 4: WORKMANSHIP

- 4.1 Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- 4.2 Perform Work by persons qualified to produce workmanship of specified quality.
- 4.3 Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

ARTICLE 5: MANUFACTURER'S INSTRUCTIONS

- 5.1 Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

ARTICLE 6: MANUFACTURER'S CERTIFICATES

- 6.1 When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

ARTICLE 7: MOCK-UPS

- 7.1 When required by individual Specifications Section, erect complete, full-scale mockup of assembly at Project Site.

ARTICLE 8: MANUFACTURER'S FIELD SERVICES

- 8.1 When specified in respective Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- 8.2 Representative shall submit written report to Owner listing observations and recommendations.

ARTICLE 9: TESTING LABORATORY SERVICES

- 9.1 Contractor shall employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by various Specification Sections.
- 9.2 Services will be performed in accordance with requirements of governing authorities and with specified standards.
- 9.3 Reports will be submitted to Owner in triplicate giving observations and results of tests, indicating compliance or noncompliance with specified standards and with Contract Documents.
- 9.4 Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
- .1 Notify Owner and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.
- .2 Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.
- 9.5 Any item found unsatisfactory by the testing agency shall be removed, replaced and retested at no additional cost to the Owner.

END OF SECTION 01400 - QUALITY CONTROL

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. REQUIREMENTS INCLUDED
3. GENERAL
4. MATERIALS
5. TEMPORARY ELECTRICITY AND LIGHTING
6. TEMPORARY TELEPHONE SERVICE
7. TEMPORARY WATER
8. TEMPORARY SANITARY FACILITIES
9. CONSTRUCTION AIDS
10. BARRIERS
11. HEAT, VENTILATION
12. ENCLOSURES
13. PROTECTION OF INSTALLED WORK
14. WATER CONTROL
15. CLEANING DURING CONSTRUCTION
16. PROJECT IDENTIFICATION
17. FIELD OFFICES AND SHEDS
18. REMOVAL OF CONSTRUCTION FACILITIES AND RESTORATION OF SITE
19. SECURITY
20. ACCESS ROADS AND PARKING AREAS
21. TEMPORARY CONTROLS
22. TRAFFIC REGULATION

ARTICLE 1: GENERAL PROVISIONS

- 1.1 The general provisions of the Contract, including the conditions of the Contract (General Conditions, Supplementary General Conditions, General Requirements, and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

ARTICLE 2: REQUIREMENTS INCLUDED

- 2.1 Temporary Electricity and Lighting
- 2.2 Temporary Telephone Service
- 2.3 Temporary Water
- 2.4 Temporary Sanitary Facilities
- 2.5 Construction Aids
- 2.6 Barriers
- 2.7 Temporary Heat and Ventilation
- 2.8 Temporary Enclosures
- 2.9 Protection of Installed Work
- 2.10 Water Control
- 2.11 Cleaning During Construction
- 2.12 Project Identification
- 2.13 Field Offices and Sheds
- 2.14 Removal of Construction Facilities and Restoration of Site
- 2.15 Security
- 2.16 Access Roads and Parking Areas
- 2.17 Temporary Controls
- 2.18 Traffic Regulation

ARTICLE 3: GENERAL

- 3.1 Comply with National Electric Code.
- 3.2 Comply with Federal, State and local codes and regulations and with utility company requirements.
- 3.3 Coordinate Work with Owner's requirements.

ARTICLE 4: MATERIALS

- 4.1 Materials must be new and must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

ARTICLE 5: TEMPORARY ELECTRICITY AND LIGHTING

- 5.1 Provide temporary electric power and power distribution system as needed to perform the Work.

ARTICLE 6: TEMPORARY TELEPHONE SERVICE

- 6.1 Provide telephone service as necessary to properly conduct the Work and to comply with applicable regulations.
- 6.2 At each telephone, post a list of important telephone numbers.

ARTICLE 7: TEMPORARY WATER

- 7.1 Provide potable water construction purposes.
- 7.2 The Contractor shall make all necessary arrangements for temporary water service for construction purposes, and furnish at his own expense all piping and accessories required.
- 7.3 Take positive measures to preclude cross-connections and backflow.
- 7.4 The Contractor will assume the cost of water consumed if responsible care and restraint are not exercised by the Contractor in its use.

ARTICLE 8: TEMPORARY SANITARY FACILITIES

- 8.1 Provide sanitary facilities in compliance with laws and regulations.
- 8.2 Service, clean and maintain facilities and enclosures.

ARTICLE 9: CONSTRUCTION AIDS

- 9.1 Each Subcontractor shall provide construction aids and equipment required by his personnel and to facilitate execution of his Work. Examples are scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
- 9.2 Mutual use may be arranged by the Contractor where applicable.

ARTICLE 10: BARRIERS

- 10.1 Materials at Contractor's option, as appropriate to serve required purpose.

ARTICLE 11: HEAT, VENTILATION

(Not Used)

ARTICLE 12: ENCLOSURES

(Not Used)

ARTICLE 13: PROTECTION OF INSTALLED WORK

- 13.1 Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- 13.2 Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped areas.

ARTICLE 14: WATER CONTROL

- 14.1 Maintain excavations free of water. Provide and operate pumping equipment. Grade site to drain.

ARTICLE 15: CLEANING DURING CONSTRUCTION

- 15.1 Control accumulation of waste materials and rubbish; periodically dispose of legally off site.
- 15.2 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

ARTICLE 16: PROJECT IDENTIFICATION

(Not Used)

ARTICLE 17: FIELD OFFICES AND SHEDS

- 17.1 Field offices and sheds are to be provided by the Contractor as necessary to properly conduct the Work and associated activities such as progress meetings, maintaining as-built drawings, and storage of materials.

ARTICLE 18: REMOVAL OF CONSTRUCTION FACILITIES AND RESTORATION OF SITE

- 18.1 Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
- 18.2 Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of two (2) feet; grade site as indicated.

ARTICLE 19: SECURITY

- 19.1 Security of persons and property in areas under control of the Contractor shall be the Contractor's exclusive responsibility.
- 19.2 The Contractor, at this own expense, shall initiate whatever programs that are necessary to execute his responsibility.
- 19.3 Control of access to the areas under his control shall be maintained. Visitors shall be required to report immediately to the Contractor's Superintendent and to produce full identification which will be recorded in the Contractor's Daily Log, along with the purpose of the visit.

ARTICLE 20: ACCESS ROADS AND PARKING AREAS

- 20.1 Provide and maintain uninterrupted vehicular access to site and within it:
 - .1 To temporary construction facilities, storage and work areas.
 - .2 For use by persons and equipment involved in construction of project.
- 20.2 Maintain traffic areas free as possible of excavated materials, construction equipment, products, snow, ice and debris.
 - .1 All adjacent streets shall be swept on a weekly basis. Equipment and Truck tires shall be washed daily at the stabilized construction entrance/decontamination pad.
- 20.3 Keep fire hydrants and water control valves free from obstruction and accessible for use.
- 20.4 Designated areas of existing parking facilities may be used for parking of construction personnel's private vehicles and of Contractor's light-weight vehicles.

ARTICLE 21: TEMPORARY CONTROLS

- 21.1 Provide the following Temporary Controls:
 - .1 Control of noise.
 - .2 Control of dust, both on site and within building.
 - .3 Control of surface water to prevent damage to the project, the site or adjacent properties.
 - .4 Control of pests and rodents to prevent infestation of construction or storage areas.
 - .5 Control of debris.
 - .6 Control of pollution of soil, water or atmosphere in accordance with applicable laws.
 - .7 Control of erosion in accordance with applicable laws.
 - .8 Control of mud and snow, including removal where necessary to construction operations.
 - .9 Remove any mud tracked from site onto public roads or streets.

ARTICLE 22: TRAFFIC REGULATION

- 22.1 Obtain all temporary permits for access to, and use of public roads and streets for construction and hauling purposes. Comply with traffic control regulations applying to permit issuance.
- 22.2 Provide all markers, signs, lights and barriers on, and near the site to safely control construction traffic and public access.

END OF SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SECTION 01600 - MATERIALS AND EQUIPMENT

TABLE OF ARTICLES

1. GENERAL CONDITIONS
2. REQUIREMENTS INCLUDED
3. MANUFACTURER'S INSTRUCTIONS
4. TRANSPORTATION AND HANDLING
5. STORAGE AND PROTECTION
6. SUBSTITUTIONS AND PRODUCT OPTIONS

ARTICLE 1: GENERAL CONDITIONS

- 1.1 The general provisions of the Contract, including the conditions of the Contract (General Conditions, Supplementary General Conditions, General Requirements, and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Where Work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each contract.

ARTICLE 2: REQUIREMENTS INCLUDED

- 2.1 All material and equipment incorporated into the Work shall:
 - .1 Conform to applicable specifications and standards.
 - .2 Comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- 2.2 Manufactured and Fabricated Products shall conform to the following requirements:
 - .1 Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - .2 Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - .3 Two or more items of the same kind shall be identical, by the same manufacturer.
 - .4 Products shall be suitable for service conditions.
 - .5 Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- 2.3 Do not use material or equipment for any purpose other than that for which it is designated or is specified.
- 2.4 Materials removed from existing structures shall not be re-used in the completed Work unless specifically indicated or specified.
- 2.5 For material and equipment specifically indicated or specified to be re-used in the Work:
 - .1 Use special care in removal, handling, storage and reinstallation, to assure proper function in the completed Work.

- .2 Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

ARTICLE 3: MANUFACTURER'S INSTRUCTIONS

- 3.1 When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Engineer.
 - .1 Maintain one set of complete instructions at the job site during installation and until completion.
- 3.2 Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - .1 Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
 - .2 Do not proceed with Work without clear instructions.
- 3.3 Perform Work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

ARTICLE 4: TRANSPORTATION AND HANDLING

- 4.1 Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with Work and conditions at the site.
 - .1 Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - .2 Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- 4.2 Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

ARTICLE 5: STORAGE AND PROTECTION

- 5.1 Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - .1 Store products subject to damage by the elements in weather-tight enclosures.
 - .2 Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- 5.2 Exterior Storage.
 - .1 Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - .2 Store loose granular materials in a well-drained area on solid surfaces to prevent mixing

with foreign matter.

- 5.3 Arrange storage in a manner to provide easy access for inspection. Make periodic inspection of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- 5.4 Store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
 - .1 Paint materials.
 - .2 Cleaning and other solvents.
 - .3 Fuels.
- 5.5 Protection After Installation:
 - .1 Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

ARTICLE 6: SUBSTITUTIONS AND PRODUCT OPTIONS

- 6.1 Product List.
 - .1 Within 14 days after date of Owner-Contractor Agreement, submit a complete list of major products proposed for use, with the name of the manufacturer, trade name, and model number of each product and the installing subcontractor.
- 6.2 Contractor's Options.
 - .1 For products specified only by reference standard, select any product meeting that standard.
 - .2 For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the specifications.
 - .3 For products specified by naming one or more products or manufacturers and "or equal", bidders must, during the bidding period, submit a request for substitutions for any product or manufacturer not specifically named. See provisions in Article 6, paragraph 6.3.
 - .4 For products specified by naming only one product and manufacturer, there is no option.
- 6.3 Substitutions.
 - .1 Requests for substitutions shall be made in writing and received by the Owner before 4:30 p.m., 10 calendar days prior to bid opening. Subsequently, substitutions will be considered only when a Product becomes unavailable due to no fault of the Contractor. The Architect will review requests and will notify bidders in an Addendum if the requested substitution is acceptable.
 - .2 Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - .1 Comparison of the qualities of the proposed substitution with that specified.
 - .2 Changes required in other elements of the work because of the substitution.
 - .3 Effect on the construction schedule.
 - .4 Cost data comparing the proposed substitution with the product specified.
 - .5 Any required license fees or royalties.

- .6 Availability of maintenance service, and source of replacement materials.
- .3 Engineer shall be the judge of the acceptability of the proposed substitution.
- .4 A request for a substitution constitutes a representation that Bidder:
 - .1 Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 - .2 Will provide the same warranties or bonds for the substitution as for the product specified.
 - .3 Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 - .4 Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

END OF SECTION 01600 – MATERIALS AND EQUIPMENT

SECTION 01700 - CONTRACT CLOSEOUT

TABLE OF ARTICLES

1. REQUIREMENTS INCLUDED
2. RELATED REQUIREMENTS
3. CLOSEOUT PROCEDURES
4. FINAL CLEANING
5. OPERATION AND MAINTENANCE DATA
6. WARRANTIES AND BONDS
7. SPARE PARTS AND MAINTENANCE MATERIALS

ARTICLE 1: REQUIREMENTS INCLUDED

- 1.1 Closeout Procedures.
- 1.2 Final Cleaning.
- 1.3 Operation and Maintenance Data.
- 1.4 Warranties and Bonds.
- 1.5 Spare Parts and Maintenance Materials.

ARTICLE 2: RELATED REQUIREMENTS

- 2.1 Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions, General Requirements, and other Division-1 Specification Sections, apply to this Section.
 - .1 Fiscal provisions, legal submittals, and other administrative requirements.
- 2.2 Section 00600 - Bonds, Certificates and Administrative Forms (AIA Documents), applies to this Section.

ARTICLE 3: CLOSEOUT PROCEDURES

- 3.1 Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- 3.2 When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- 3.3 In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- 3.4 Owner will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

ARTICLE 4: FINAL CLEANING

- 4.1 Execute prior to final inspection.
- 4.2 Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum soft surfaces. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment.

Clean roofs, gutters, downspouts, and drainage systems.

- 4.3 Clean site: Sweep paved areas, rake clean other surfaces.
- 4.4 Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the Site. Provide final cleaning.

ARTICLE 5: OPERATION AND MAINTENANCE DATA

- 5.1 Provide data for:
 - .1 Mechanical equipment and controls.
 - .2 Electrical equipment and controls.
- 5.2 Submit three (3) sets prior to final inspection, bound in 8-1/2 x 11 inch (216 x 279 mm) three-ring side binders with durable plastic covers.
- 5.3 Provide a separate volume for each system, with a table of contents and index tabs for each volume.
- 5.4 Part 1: Directory, listing names, addresses, and telephone number of: Suppliers and Contractor.
- 5.5 Part 2: Operation and maintenance instructions, arranged by Specification Division. For each Specification give names, addresses, and telephone number of Subcontractors and Suppliers.

List:

- .1 Appropriate design criteria.
- .2 List of equipment.
- .3 Parts list.
- .4 Operating instructions.
- .5 Maintenance instructions, equipment.
- .6 Maintenance instructions, finishes.
- .7 Shop Drawings and Product Data.
- .8 Warranties.

ARTICLE 6: WARRANTIES AND BONDS

- 6.1 Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- 6.2 Submit material prior to final application for payment. For equipment put into use with Owner's written permission during construction, submit within seven (7) days after first operation. For items of work delayed materially beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

ARTICLE 7: SPARE PARTS AND MAINTENANCE MATERIALS

- 7.1 Provide products, spare parts, and maintenance materials in quantities specified in each Section, in addition to that used for construction of Work. Coordinate with Owner, deliver to Project Site and obtain receipt prior to final payment.

END OF SECTION 01700 - CONTRACT CLOSEOUT

SECTION 01720 - PROJECT RECORD DOCUMENTS

TABLE OF ARTICLES

1. REQUIREMENTS INCLUDED
2. MAINTENANCE OF DOCUMENTS AND SAMPLES
3. MARKING DEVICES
4. RECORDING
5. SUBMITTAL

ARTICLE 1: REQUIREMENTS INCLUDED

- 1.1 Maintain at the site for the Owner one (1) record copy of:
 - .1 Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other Modifications to the Contract.
 - .5 Engineer Field Orders or Written Instructions.
 - .6 Approved Shop Drawings, Product Data and Samples.
 - .7 Field Test Records.

ARTICLE 2: MAINTENANCE OF DOCUMENTS AND SAMPLES

- 2.1 Store documents and samples in Contractor's field office apart from documents used for construction.
- 2.2 File documents and samples in accordance with CSI format.
- 2.3 Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- 2.4 Make documents and samples available at all times for inspection by Owner's representative.

ARTICLE 3: MARKING DEVICES

- 3.1 Provide felt tip marking pens for recording information in the code designated by Owner's representative.

ARTICLE 4: RECORDING

- 4.1 Label each document "PROJECT RECORD" in neat large printed letters.
- 4.2 Record information concurrently with construction progress.
 - .1 Do not conceal any work until required information is recorded.
- 4.3 Drawings: Legibly mark to record actual construction:
 - .1 Depths of various elements of foundation in relation to finish first floor datum.
 - .2 Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

- .3 Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - .4 Field changes of dimension and detail.
 - .5 Changes made by Change Order.
 - .6 Details not on original Contract Drawings.
- 4.4 Specifications and Addenda: Legibly mark each Section to record:
- .1 Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - .2 Changes made by Change Order.

ARTICLE 5: SUBMITTAL

- 5.1 Prior to contract close-out, Contractor shall submit record documents as specified for Owner's review and acceptance, Contractor shall submit a set of reproducible sepias for Owner's use.
- 5.2 Accompany submittal with transmittal letter in duplicate, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Title and number of each record document.
 - .5 Signature of Contractor or his authorized representative.

END OF SECTION 01720 – PROJECT RECORD DOCUMENTS

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

1.3 SUBMITTALS

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

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
1. Salvage
 2. Reuse
 3. Source-Separated CDL Recycling
 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
1. Acoustical ceiling tiles
 2. Asphalt
 3. Asphalt shingles
 4. Cardboard packaging
 5. Carpet and carpet pad
 6. Concrete
 7. Drywall
 8. Fluorescent lights and ballasts
 9. Land clearing debris (vegetation, stumpage, dirt)
 10. Metals
 11. Paint (through hazardous waste 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.

1.4 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

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

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

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

REMOVAL OF CONSTRUCTION WASTE MATERIALS

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

END OF SECTION

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

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

- AASHTO M 57 (1980) Standard Specification for
Materials for Embankments and Subgrades
- AASHTO M 145 (1991; R 2008) Standard Specification for
Classification of Soils and Soil-Aggregate
Mixtures for Highway Construction Purposes
- AASHTO M 146 (1991) Standard Specification for Terms
Relating to Subgrade, Soil-Aggregate, and
Fill Materials
- AASHTO M 147 (1965; R 2008) Standard Specification for
Materials for Aggregate and Soil-Aggregate
Subbase, Base, and Surface Courses
- AASHTO T 180 (2010) Standard Method of Test for
Moisture-Density Relations of Soils Using
a 4.54-kg (10-lb) Rammer and a 457-mm
(18-in.) Drop

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

- ASSE/SAFE A10.6 (2006) Safety Requirements for Demolition
Operations

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

- DELDOT (2001) Specifications for Road and Bridge
Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

- EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010;
Changes 4-6 2011; Change 7 2012) Safety
and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- 40 CFR 61 National Emission Standards for Hazardous
Air Pollutants

1.2 PROJECT DESCRIPTION

1.2.1 Demolition/Deconstruction Plan

Prepare a Demolition Plan and submit proposed demolition, and removal procedures for approval before work is started. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Identify components and materials to be salvaged for reuse or recycling with reference to paragraph Existing Facilities to be Removed. Append tracking forms for all removed materials indicating type, quantities, condition, destination, and end use. Coordinate with Waste Management Plan.

1.2.2 General Requirements

Do not begin demolition or deconstruction until authorization is received from the DNREC Representative. The work of this section is to be performed in a manner that maximizes the value derived from the salvage and recycling of materials. Remove rubbish and debris from the project site; do not allow accumulations outside the building. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 ITEMS TO REMAIN IN PLACE

Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the DNREC Representative. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition, deconstruction, or removal work. Repairs, reinforcement, or structural replacement require approval by the DNREC Representative prior to performing such work.

1.3.1 Existing Construction Limits and Protection

Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove debris from work areas daily.

1.3.2 Trees

Protect trees within the project site which might be damaged during demolition and which are indicated to be left in place. Replace any tree designated to remain that is damaged during the work under this contract with like-kind or as approved by the DNREC Representative.

1.3.3 Utility Service

Maintain existing utilities indicated to stay in service and protect

against damage during demolition operations.

1.4 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.5 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Existing Conditions

SD-07 Certificates

Demolition Plan
Notification

1.6 QUALITY ASSURANCE

Submit timely notification of demolition projects to the State in accordance with 40 CFR 61, Subpart M. Notify the State's environmental protection agency and the DNREC Representative in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," conform to the safety requirements contained in ASSE/SAFE A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.

1.6.1 Dust and Debris Control

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION

1.7.1 Traffic Control Signs

a. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the DNREC Representative prior to beginning such work.

1.7.2 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the item being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair or replace items to be relocated which are damaged by the Contractor with new undamaged items as approved by the DNREC Representative.

1.9 EXISTING CONDITIONS

Before beginning any demolition or deconstruction work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the DNREC Representative showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch by 6 inch will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, alarms systems, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

PART 2 PRODUCTS

2.1 FILL MATERIAL

- a. Comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill voids, depressions or excavations resulting from demolition or deconstruction of structures.
- b. The uses, classifications, characteristics, and definitions of terms for borrow materials shall be in accordance with the requirements of AASHTO M 57, modified; AASHTO M 145, modified; AASHTO M 146, and AASHTO M 147, modified.

Allowable borrow materials are as follows:

- (1) DELDOT Borrow Type C (Utility Backfill). This material shall have between 85 and 100 percent inclusive, by dry weight, passing a 1 inch (25 mm) sieve and a maximum of 25 percent, by dry weight, passing a No. 200 (75 micrometers) sieve.
- (2) DELDOT Borrow Type F (Common Borrow). This material shall meet the general requirements as specified in DELDOT Standards and Specifications Subsection 209.02.

Unless otherwise directed, all materials having the following properties shall be excluded from use:

- (1) Material with a maximum dry weight less than 90 lb/ft³ (1440 kg/m³)
- (2) Material with a liquid limit greater than 40 or a plasticity index great than 10.
- (3) Material containing any percentage of frozen material, rubbish, boulders in excess of 6 inches (150 mm) in any direction, or an

organic matter percentage greater than 2 percent (including leaves, roots, grass, or sewage.)

c. Proposed fill material must be sampled and tested by an approved soil testing laboratory, as follows:

Soil classification	AASHTO M 145
Moisture-density relations	AASHTO T 180, Method B or D

PART 3 EXECUTION

3.1 EXISTING ITEMS TO BE REMOVED

Inspect and evaluate existing structures onsite for reuse. Existing construction scheduled to be removed for reuse shall be disassembled. Dismantled and removed materials are to be separated, set aside, and prepared as specified, and stored or delivered to a collection point for reuse, remanufacture, recycling, or other disposal, as specified. Materials shall be designated for reuse onsite whenever possible.

3.1.1 Structures

a. Remove existing structures indicated to be removed to grade. Remove sidewalks, curbs, gutters as indicated.

3.1.2 Utilities and Related Equipment

3.1.2.1 General Requirements

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the DNREC Representative. Do not interrupt existing utilities serving facilities occupied and used by the Government except when approved in writing and then only after temporary utility services have been approved and provided. Do not begin demolition or deconstruction work until all utility disconnections have been made. Shut off and cap utilities for future use, as indicated.

3.1.2.2 Disconnecting Existing Utilities

When utility lines are encountered but are not indicated on the drawings, notify the DNREC Representative prior to further work in that area.

3.1.3 Chain Link Fencing

Remove chain link fencing, gates and other related salvaged items scheduled for removal and transport to designated areas. Remove gates as whole units. Cut chain link fabric to 25 foot lengths and store in rolls off the ground (if it cannot be reused).

3.1.4 Concrete

Saw concrete along straight lines to a depth of a minimum 2 inch. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

3.1.5 Items With Unique/Regulated Disposal Requirements

Remove and dispose of items with unique or regulated disposal requirements in the manner dictated by law or in the most environmentally responsible manner.

3.2 CONCURRENT EARTH-MOVING OPERATIONS

Do not begin excavation, filling, and other earth-moving operations that are sequential to demolition or deconstruction work in areas occupied by structures to be demolished or deconstructed until all demolition and deconstruction in the area has been completed and debris removed. Fill holes and other hazardous openings.

3.3 DISPOSITION OF MATERIAL

3.3.1 Title to Materials

Except for salvaged items specified in related Sections, and for materials or equipment scheduled for salvage, all materials and equipment removed and not reused or salvaged, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition and deconstruction, and materials and equipment to be removed, is vested in the Contractor upon approval by the DNREC Representative of the Contractor's demolition, deconstruction, and removal procedures, and authorization by the DNREC Representative to begin demolition and deconstruction. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.3.2 Unsalvageable and Non-Recyclable Material

Dispose of unsalvageable and non-recyclable noncombustible material off the site.

3.4 CLEANUP

Remove debris and rubbish from excavations. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.5 DISPOSAL OF REMOVED MATERIALS

3.5.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other nonsalvageable materials resulting from removal operations with all applicable federal, state and local regulations as contractually specified. Storage of removed materials on the project site is prohibited.

3.5.2 Burning on Government Property

Burning of materials removed from demolished structures will not be permitted on Government property.

-- End of Section --

SECTION 31 00 00

EARTHWORK

PART 1 GENERAL

1.1 CRITERIA FOR BIDDING

Bid on the following criteria:

- a. Surface elevations are as indicated.
- b. Pipes or other artificial obstructions, except those indicated, will not be encountered.
- c. Ground water elevations indicated by the boring log (included) were those existing at the time subsurface investigations were made and do not necessarily represent ground water elevation at the time of construction.
- d. Material character is indicated by the boring logs.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 57	(1980) Standard Specification for Materials for Embankments and Subgrades
AASHTO M 145	(1991; R 2008) Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
AASHTO M 146	(1991) Standard Specification for Terms Relating to Subgrade, Soil-Aggregate, and Fill Materials
AASHTO M 147	(1965; R 2008) Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base, and Surface Courses
AASHTO T 180	(2010) Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
AASHTO T 224	(2010) Standard Method of Test for Correction for Coarse Particles in the Soil Compaction Test

ASTM INTERNATIONAL (ASTM)

ASTM C136	(2006) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D1140	(2000; R 2006) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D1556	(2007) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	(2012) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³) (2700 kN-m/m ³)
ASTM D2487	(2011) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D2937	(2010) Density of Soil in Place by the Drive-Cylinder Method
ASTM D422	(1963; R 2007) Particle-Size Analysis of Soils
ASTM D4318	(2010) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	(2010) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D698	(2012) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846.3-3	(1999, Third Edition, Update III-A) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods
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DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

DELDOT	(2001) Specifications for Road and Bridge Construction
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U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846.3-3	(1999, Third Edition, Update III-A) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods
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1.3 DEFINITIONS

1.3.1 Satisfactory Materials

The uses, classifications, characteristics, and definitions of terms for borrow materials shall be in accordance with the requirements of AASHTO M 57, modified; AASHTO M 145, modified; AASHTO M 146, modified; and AASHTO M 147, modified.

Allowable borrow materials are as follows:

- a. DELDOT Borrow Type C (Utility Backfill). This material shall have between 85 and 100 percent inclusive, by dry weight, passing a 1 inch (25.0 mm) sieve and a maximum of 25 percent, by dry weight, passing a No. 200 (75 micrometers) sieve.
- b. DELDOT Borrow Type F (Common Borrow). This material shall meet the general requirements as specified in Subsection 209.2.

Unless otherwise directed, all materials having the following properties shall be excluded from use:

- a. Material with a maximum dry weight less than 90 lb/ft^3 (1440 kg/m^3).
- b. Material with a liquid limit greater than 40 or a plasticity index greater than 10.
- c. Material containing any percentage of frozen material, rubbish, boulders in excess of 6 inches (150 mm) in any direction, or an organic matter percentage greater than 2 percent (including leaves, roots, grass, or sewage).

1.3.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. Notify the DNREC Representative when encountering any contaminated materials.

1.3.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic. Perform testing, required for classifying materials, in accordance with ASTM D4318, ASTM C136, ASTM D422, and ASTM D1140.

1.3.4 Degree of Compaction

Degree of compaction required, except as noted in the second sentence, is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D1557 abbreviated as a percent of laboratory maximum density. Since ASTM D1557 applies only to soils that have 30 percent or less by weight of their particles retained on the 3/4 inch sieve, express the degree of compaction for material having more than 30 percent by weight of their particles retained on the 3/4 inch sieve as a

percentage of the maximum density in accordance with AASHTO T 180 and corrected with AASHTO T 224. To maintain the same percentage of coarse material, use the "remove and replace" procedure as described in NOTE 8 of Paragraph 7.2 in AASHTO T 180.

1.3.5 Topsoil

Material suitable for topsoils obtained from offsite areas is defined as: Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

1.3.6 Hard/Unyielding Materials

Hard/Unyielding materials comprise weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" with stones greater than 12 inch in any dimension or as defined by the pipe manufacturer, whichever is smaller. These materials usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

1.3.7 Rock

Solid homogeneous interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits, neither of which can be removed without systematic drilling and blasting, drilling and the use of expansion jacks or feather wedges, or the use of backhoe-mounted pneumatic hole punchers or rock breakers; also large boulders, buried masonry, or concrete other than pavement exceeding 1/2 cubic yard in volume. Removal of hard material will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

1.3.8 Unstable Material

Unstable materials are too wet to properly support the utility pipe, conduit, or appurtenant structure.

1.3.9 Select Granular Material

1.3.9.1 General Requirements

The uses, classifications, characteristics, and definitions of terms for borrow materials shall be in accordance with the requirements of AASHTO M 57, modified; AASHTO M 145, modified; AASHTO M 146, modified; and AASHTO M 147, modified.

DELDOT Borrow Type C for utility trenches and DELDOT Borrow Type F for all common borrow shall be used.

1.3.10 Initial Backfill Material

The uses, classifications, characteristics, and definitions of terms for borrow materials shall be in accordance with the requirements of AASHTO M 57, modified; AASHTO M 145, modified; AASHTO M 146, modified; and AASHTO M 147, modified.

DELDOT Borrow Type C for utility trenches and DELDOT Borrow Type F for all

common borrow shall be used.

1.4 SYSTEM DESCRIPTION

The subsoil investigation report and samples of materials taken from subsurface investigations may be examined in the appendix. These data represent the best subsurface information available; however, variations may exist in the subsurface between boring locations.

1.4.1 Classification of Excavation

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

1.4.1.1 Common Excavation

Include common excavation with the satisfactory removal and disposal of all materials not classified as rock excavation.

1.4.1.2 Rock Excavation

Submit notification of encountering rock in the project. Include rock excavation with excavating, grading, disposing of material classified as rock, and the satisfactory removal and disposal of boulders 1/2 cubic yard or more in volume; solid rock; rock material that is in ledges, bedded deposits, and unstratified masses, which cannot be removed without systematic drilling; firmly cemented conglomerate deposits possessing the characteristics of solid rock impossible to remove without systematic drilling; and hard materials (see Definitions). Include the removal of any concrete or masonry structures, except pavements, exceeding 1/2 cubic yard in volume that may be encountered in the work in this classification. If at any time during excavation, the Contractor encounters material that may be classified as rock excavation, uncover such material and notify the DNREC Representative. Do not proceed with the excavation of this material until the DNREC Representative has classified the materials as common excavation or rock excavation and has taken cross sections as required. Failure on the part of the Contractor to uncover such material, notify the DNREC Representative, and allow ample time for classification and cross sectioning of the undisturbed surface of such material will cause the forfeiture of the Contractor's right of claim to any classification or volume of material to be paid for other than that allowed by the DNREC Representative for the areas of work in which such deposits occur.

1.4.2 Blasting

Blasting will not be permitted.

1.5 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Utilization of Excavated Materials
Rock Excavation

SD-06 Test Reports

Testing

Borrow Site Testing

Within 24 hours of conclusion of physical tests, submit three copies of test results, including calibration curves and results of calibration tests.

SD-07 Certificates

Testing

PART 2 PRODUCTS

2.1 REQUIREMENTS FOR OFFSITE SOILS

Soils brought in from off site for use as backfill shall be tested for petroleum hydrocarbons, BTEX, PCBs and HW characteristics (including toxicity, ignitability, corrosivity, and reactivity). Backfill shall not contain concentrations of these analytes above the appropriate State and/or EPA criteria, and shall pass the tests for HW characteristics. Determine petroleum hydrocarbon concentrations by using appropriate State protocols. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5035/8260B. Perform complete TCLP in accordance with EPA SW-846.3-3 Method 1311. Perform HW characteristic tests for ignitability, corrosivity, and reactivity in accordance with accepted standard methods. Perform PCB testing in accordance with accepted standard methods for sampling and analysis of bulk solid samples. Provide borrow site testing for petroleum hydrocarbons and BTEX from a grab sample of material from the area most likely to be contaminated at the borrow site (as indicated by visual or olfactory evidence), with at least one test from each borrow site. For each borrow site, provide borrow site testing for HW characteristics from a composite sample of material, collected in accordance with standard soil sampling techniques. Do not bring material onsite until tests results have been received and approved by the DNREC Representative.

PART 3 EXECUTION

3.1 GENERAL EXCAVATION

Perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Perform the grading in accordance with the typical sections shown and the tolerances specified in paragraph FINISHING. Transport satisfactory excavated materials and place in fill or embankment within the limits of the work. Excavate unsatisfactory materials encountered within the limits of the work below grade and replace with satisfactory materials as directed. Include such excavated material and the satisfactory material ordered as replacement in excavation. Dispose surplus satisfactory excavated material not required for fill or embankment in areas approved for surplus material storage or designated waste areas. Dispose unsatisfactory excavated material in designated waste or spoil areas. During construction, perform excavation and fill in a manner and sequence that will provide proper drainage at all times. Excavate material required for fill or embankment in excess of that produced by excavation within the grading limits from the borrow areas indicated or from other approved areas selected by the Contractor as

specified.

3.1.1 Ditches, Gutters, and Channel Changes

Finish excavation of ditches, gutters, and channel changes by cutting accurately to the cross sections, grades, and elevations shown on Grading Plans. Do not excavate ditches and gutters below grades shown. Backfill the excessive open ditch or gutter excavation with satisfactory, thoroughly compacted, material or with suitable stone or cobble to grades shown. Dispose excavated material as shown or as directed. Maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

3.1.2 Drainage Structures

Make excavations to the lines, grades, and elevations shown, or as directed. Provide trenches and foundation pits of sufficient size to permit the placement and removal of forms for the full length and width of structure footings and foundations as shown. Clean rock or other hard foundation material of loose debris and cut to a firm, level, stepped, or serrated surface. Remove loose disintegrated rock and thin strata. Do not disturb the bottom of the excavation when concrete or masonry is to be placed in an excavated area. Do not excavate to the final grade level until just before the concrete or masonry is to be placed.

3.1.3 Drainage

Provide for the collection and disposal of surface and subsurface water encountered during construction. Completely drain construction site during periods of construction to keep soil materials sufficiently dry. Construct storm drainage features at the earliest stages of site development, and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity or provide temporary ditches, swales, and other drainage features and equipment as required to maintain dry soils. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions presented by the plans and specifications and to employ necessary measures to permit construction to proceed.

3.1.4 Dewatering

Control groundwater flowing toward or into excavations to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. Do not permit French drains, sumps, ditches or trenches within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Take control measures by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, maintain the water level continuously, at least 1 foot below the working level. Operate dewatering system continuously until construction work below existing water levels is complete.

3.1.5 Trench Excavation Requirements

Excavate the trench as recommended by the manufacturer of the pipe to be installed. Slope trench walls below the top of the pipe, or make vertical, and of such width as recommended in the manufacturer's printed installation manual. Provide vertical trench walls where no manufacturer's printed installation manual is available. Shore trench walls more than 4 feet high, cut back to a stable slope, or provide with equivalent means of protection for employees who may be exposed to moving ground or cave in. Shore vertical trench walls more than 4 feet high. Excavate trench walls which are cut back to at least the angle of repose of the soil. Give special attention to slopes which may be adversely affected by weather or moisture content. Do not exceed the trench width below the pipe top of 24 inches plus pipe outside diameter (O.D.) for pipes of less than 24 inches inside diameter, and do not exceed 36 inches plus pipe outside diameter for sizes larger than 24 inches inside diameter. Where recommended trench widths are exceeded, provide redesign, stronger pipe, or special installation procedures by the Contractor. The Contractor is responsible for the cost of redesign, stronger pipe, or special installation procedures without any additional cost to the Government.

3.1.5.1 Bottom Preparation

Grade the bottoms of trenches accurately to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Excavate bell holes to the necessary size at each joint or coupling to eliminate point bearing. Remove stones of 3 inch or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, to avoid point bearing.

3.1.5.2 Removal of Unyielding Material

Where unyielding material is encountered in the bottom of the trench, remove such material 6 inch below the required grade and replaced with suitable materials as provided in paragraph BACKFILLING AND COMPACTION.

3.1.5.3 Removal of Unstable Material

Where unstable material is encountered in the bottom of the trench, remove such material to the depth directed and replace it to the proper grade with select granular material as provided in paragraph BACKFILLING AND COMPACTION. When removal of unstable material is required due to the Contractor's fault or neglect in performing the work, the Contractor is responsible for excavating the resulting material and replacing it without additional cost to the Government.

3.1.5.4 Excavation for Appurtenances

Provide excavation for catch-basins, inlets, or similar structures sufficient to leave at least 12 inches clear between the outer structure surfaces and the face of the excavation or support members. Clean rock or loose debris and cut to a firm surface either level, stepped, or serrated, as shown or as directed. Remove loose disintegrated rock and thin strata. Specify removal of unstable material. When concrete or masonry is to be placed in an excavated area, take special care not to disturb the bottom of the excavation. Do not excavate to the final grade level until just before the concrete or masonry is to be placed.

3.1.6 Underground Utilities

The Contractor is responsible for movement of construction machinery and equipment over pipes and utilities during construction. Perform work adjacent to non-Government utilities as indicated in accordance with procedures outlined by utility company. Excavation made with power-driven equipment is not permitted within 2 feet of known Government-owned utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work affected by the contract excavation until approval for backfill is granted by the DNREC Representative. Report damage to utility lines or subsurface construction immediately to the DNREC Representative.

3.2 SELECTION OF BORROW MATERIAL

Select borrow material to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Obtain borrow material from approved private sources. Unless otherwise provided in the contract, the Contractor is responsible for obtaining the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling from the owners.

3.3 GRADING AREAS

Where indicated, divide work into grading areas within which satisfactory excavated material will be placed in embankments, fills, and required backfills. Place and grade stockpiles of satisfactory as specified. Keep stockpiles in a neat and well drained condition, giving due consideration to drainage at all times. Clear, grub, and seal by rubber-tired equipment, the ground surface at stockpile locations; separately stockpile excavated satisfactory and unsatisfactory materials. Protect stockpiles of satisfactory materials from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, remove and replace such material with satisfactory material from approved sources.

3.4 GROUND SURFACE PREPARATION

3.4.1 General Requirements

Remove and replace unsatisfactory material with satisfactory materials, as directed by the DNREC Representative, in surfaces to receive fill or in excavated areas. Scarify the surface to a depth of 6 inches before the fill is started. Plow, step, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that the fill material will bond with the existing material. When subgrades are less than the specified density, break up the ground surface to a minimum depth of 6 inches, pulverizing, and compacting to the specified density. When the subgrade is part fill and part excavation or natural ground, scarify the excavated or natural ground portion to a depth of 12 inches and compact it as specified for the adjacent fill.

3.4.2 Frozen Material

Do not place material on surfaces that are muddy, frozen, or contain frost. Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Moisten material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used.

3.5 UTILIZATION OF EXCAVATED MATERIALS

Dispose unsatisfactory materials removing from excavations into designated waste disposal or spoil areas. Submit proposed source of borrow material. Do not waste any satisfactory excavated material without specific written authorization. Dispose of satisfactory material, authorized to be wasted, in designated areas approved for surplus material storage or designated waste areas as directed. Clear and grub newly designated waste areas on Government-controlled land before disposal of waste material thereon. Do not dispose excavated material to be detrimental to the completed work in any way. Existing topsoil shall not be reused as topsoil.

3.6 BACKFILLING AND COMPACTION

Place backfill adjacent to any and all types of structures, and compact to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials, to prevent wedging action or eccentric loading upon or against the structure. Prepare ground surface on which backfill is to be placed and provide compaction requirements for backfill materials in conformance with the applicable portions of paragraphs GROUND SURFACE PREPARATION. Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

3.6.1 Trench Backfill

Backfill trenches to the grade shown.

3.6.1.1 Replacement of Unyielding Material

Replace unyielding material removed from the bottom of the trench with select granular material or initial backfill material.

3.6.1.2 Replacement of Unstable Material

Replace unstable material removed from the bottom of the trench or excavation with select granular material placed in layers not exceeding 6 inches loose thickness.

3.6.1.3 Bedding and Initial Backfill

Provide bedding of the type and thickness shown. Place initial backfill material and compact it with approved tampers to a height of at least one foot above the utility pipe or conduit. Bring up the backfill evenly on both sides of the pipe for the full length of the pipe. Take care to ensure thorough compaction of the fill under the haunches of the pipe. Compact backfill to top of pipe to 95 percent of ASTM D698 maximum density. DELDOT Type C materials shall be used in bedding and initial backfill.

3.6.1.4 Final Backfill

Fill the remainder of the trench with satisfactory material. Place backfill material and compact as follows:

3.6.1.4.1 Sidewalks, Turfed or Seeded Areas and Miscellaneous Areas

Deposit backfill in layers of a maximum of 12 inches loose thickness, and compact it to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. Apply this requirement to all other areas not specifically designated above.

3.6.2 Backfill for Appurtenances

After the catchbasin, inlet, or similar structure has been constructed, place backfill in such a manner that the structure is not be damaged by the shock of falling earth. Deposit the backfill material, compact it as specified for final backfill, and bring up the backfill evenly on all sides of the structure to prevent eccentric loading and excessive stress.

3.7 SUBGRADE PREPARATION

3.7.1 Proof Rolling

Finish proof rolling on an exposed subgrade free of surface water (wet conditions resulting from rainfall) which would promote degradation of an otherwise acceptable subgrade. Proof roll the existing subgrade of the fill with six passes of a dump truck loaded with 4 cubic yards of soil or 15 ton, pneumatic-tired roller. Operate the roller or truck in a systematic manner to ensure the number of passes over all areas, and at speeds between 2-1/2 to 3-1/2 mph. Notify the DNREC Representative a minimum of 3 days prior to proof rolling. Perform proof rolling in the presence of the DNREC Representative. Undercut rutting or pumping of material as directed by the DNREC Representative.

3.7.2 Construction

Shape subgrade to line, grade, and cross section, and compact as specified. Include plowing, disking, and any moistening or aerating required to obtain specified compaction for this operation. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed. Excavate rock encountered in the cut section to a depth of 6 inches below finished grade for the subgrade. Bring up low areas resulting from removal of unsatisfactory material or excavation of rock to required grade with satisfactory materials, and shape the entire subgrade to line, grade, and cross section and compact as specified. Do not vary the elevation of the finish subgrade more than 0.05 foot from the established grade and cross section.

3.8 PLACING TOPSOIL

On areas to receive topsoil, prepare the compacted subgrade soil to a 2 inches depth for bonding of topsoil with subsoil. Spread topsoil evenly to a thickness of 6 inches and grade to the elevations and slopes shown. Do not spread topsoil when frozen or excessively wet or dry. Obtain material required for topsoil from offsite areas. Existing site topsoil shall not be reused.

3.9 TESTING

Perform testing by a Corps validated commercial testing laboratory or the Contractor's validated testing facility. Submit qualifications of the Corps validated commercial testing laboratory or the Contractor's validated testing facilities. If the Contractor elects to establish testing facilities, do not permit work requiring testing until the Contractor's facilities have been inspected, Corps validated and approved by the DNREC Representative.

- a. Determine field in-place density in accordance with ASTM D1556 and ASTM D6938. When ASTM D6938 is used, check the calibration curves and adjust using only the sand cone method as described in ASTM D1556. ASTM D6938 results in a wet unit weight of soil in determining the moisture content of the soil when using this method.
- b. Check the calibration curves furnished with the moisture gauges along with density calibration checks as described in ASTM D6938; check the calibration of both the density and moisture gauges at the beginning of a job on each different type of material encountered and at intervals as directed by the DNREC Representative. ASTM D2937, use the Drive Cylinder Method only for soft, fine-grained, cohesive soils. When test results indicate, as determined by the DNREC Representative, that compaction is not as specified, remove the material, replace and recompact to meet specification requirements.
- c. Perform tests on recompacted areas to determine conformance with specification requirements. Appoint a registered professional civil engineer to certify inspections and test results. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

3.9.1 Fill and Backfill Material Gradation

One test per 1000 cubic yards stockpiled or in-place source material. Determine gradation of fill and backfill material in accordance with ASTM C136, ASTM D422, or ASTM D1140.

3.9.2 In-Place Densities

- a. One test per 2000 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by other than hand-operated machines.
- b. One test per 2000 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by hand-operated machines.

3.9.3 Check Tests on In-Place Densities

If ASTM D6938 is used, check in-place densities by ASTM D1556 as follows:

- a. One check test per lift for each 2000 square feet, or fraction thereof, of each lift of fill or backfill compacted by other than hand-operated machines.
- b. One check test per lift for each 2000 square feet, of fill or backfill

areas compacted by hand-operated machines.

3.9.4 Moisture Contents

In the stockpile, excavation, or borrow areas, perform a minimum of two tests per day per type of material or source of material being placed during stable weather conditions. During unstable weather, perform tests as dictated by local conditions and approved by the DNREC Representative.

3.9.5 Optimum Moisture and Laboratory Maximum Density

Perform tests for each type material or source of material including borrow material to determine the optimum moisture and laboratory maximum density values. One representative test per 1000 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

3.9.6 Tolerance Tests for Subgrades

Perform continuous checks on the degree of finish specified in paragraph SUBGRADE PREPARATION during construction of the subgrades.

3.10 DISPOSITION OF SURPLUS MATERIAL

Provide surplus material or other soil material not required or suitable for filling or backfilling, and brush, refuse, stumps, roots, and timber as removed from Government property as directed by the Contracting Officer.

-- End of Section --

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SECTION 31 05 20

GEOTEXTILE DRAINAGE LAYER

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D3786/D3786M	(2009) Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method
ASTM D4355	(2007) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D4491	(1999a; R 2009) Water Permeability of Geotextiles by Permittivity
ASTM D4533	(2011) Trapezoid Tearing Strength of Geotextiles
ASTM D4632/D4632M	(2008; E 2013; R 2013) Grab Breaking Load and Elongation of Geotextiles
ASTM D4751	(2012) Determining Apparent Opening Size of a Geotextile
ASTM D4833/D4833M	(2007; E 2013; R 2013) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products

1.2 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Sampling and Testing
Construction Quality Control (QC) Laboratory

SD-04 Samples

Geotextile Drainage Layer
Seams and Overlaps

SD-06 Test Reports

Sampling and Testing

Geotextile Drainage Layer

1.3 QUALITY ASSURANCE

Provide a construction quality control (QC) laboratory that has also performed quality assurance (QA) testing, if required, of geotextile drainage layers for at least five completed projects, having a total minimum area of 1 acre. Submit qualifications of laboratory which shall carry current accreditation via the Geosynthetic Accreditation Institute's Laboratory Accreditation Program (GAI-LAP) for the tests it will be required to perform.

1.4 DELIVERY, STORAGE, AND HANDLING

The QC inspector shall be present during delivery and unloading of the geotextile drainage layer. Ensure the drainage layer material has not been damaged during shipping, storage, or handling. Any drainage layer material found to be damaged shall be repaired or replaced. Accept delivery of material only after the required submittals have been approved. Each roll shall be labeled with the manufacturer's name, product identification, lot number, roll number, and roll dimensions. Rolls that have attached geotextiles shall be individually wrapped in plastic. Store the rolls in a level and dry area.

PART 2 PRODUCTS

2.1 GEOTEXTILE DRAINAGE LAYER

Submit one properly identified 24 by 24 inch minimum size geotextile drainage layer sample; fasteners proposed for use; and the method of seaming and overlapping. Submit manufacturer's quality control test results. Regrind material which consists of edge trimmings and other scraps may be used to manufacture the geonet; however, post-consumer recycled materials shall not be used. Conform the geotextile drainage layer to the property requirements listed in Table 1.

Geotextile Properties Table 1

(DNREC standards)

Type	GD-II
Minimum Grab Tensile Strength (ASTM D4632/D4632M)	80 lbs
Maximum Grab Tensile Elongation (ASTM D4632/D4632M)	50 percent
Minimum Trapezoidal Tear Strength (ASTM D4533)	35 lbs
Minimum Mullen Burst Strength (ASTM D3786/D3786M)	160 psi
Minimum Puncture Strength (ASTM D4833/D4833M)	45 lbs
Apparent Opening Size (ASTM D4751)	40-80 US Sieve

Minimum UV Resistance after
500 hours (ASTM D4355) 70 percent

Flow-thru Rate
(ASTM D4491) 110 gal/min/sqft minimum

Acceptable Materials for use as Type of GD-2 Fabric:

1. Mirafi FW402
2. Geotex 111F
3. Amoco 4535
4. Other Approved Equivalent

2.2 SAMPLING AND TESTING

2.2.1 Manufacturing Quality Control Testing

Submit manufacturer's quality control manual and construction quality control test results.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Surface Preparation

Prior to placement of the drainage layer, the subgrade shall be smooth and free of all materials which could damage the drainage layer.

3.1.2 Placement

The geotextile drainage layer shall not be damaged during placement. Unroll the drainage layer in the direction of maximum slope, keeping the net flat against the subgrade to minimize wrinkles and folds. The drainage layer shall not be dragged across textured geomembrane if a geotextile is attached to the surface facing the geomembrane. Place adequate ballast (e.g. sandbags) to prevent uplift by wind prior to covering.

3.1.3 Seams and Overlaps

Per manufacturer's specifications.

3.2 REPAIRS

3.2.1 Geotextile Damage

Repair damaged geotextile by placing a patch of geotextile over the damaged area with a minimum of 12 inches of overlap in all directions. The geotextile patch shall be thermally bonded in place.

3.3 PROTECTION AND BACKFILLING

Cover the geotextile drainage layer with the specified materials within 1 day of acceptance. Place cover soil from the bottom of the slope upward and shall not be dropped directly onto the drainage layer from a height greater than 3 feet. The cover soil shall be pushed out over the geotextile drainage layer in an upward tumbling motion so that wrinkles in

the drainage layer do not fold over. No equipment shall be operated on the top surface of the geotextile drainage layer without permission from the DNREC Representative. The initial loose soil lift thickness shall be 12 inches. Use equipment with ground pressures no greater than 7 psi to place the first lift of soil. A minimum of 12 inches of soil shall be maintained between construction equipment with a ground pressure greater than 7 psi and the drainage layer. Cover soil compaction and testing requirements are described in Section 31 00 00 EARTHWORK.

-- End of Section --

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Nonsaleable Materials

SD-04 Samples

Tree wound paint

1.2 DELIVERY, STORAGE, AND HANDLING

Deliver materials to store at the site, and handle in a manner which will maintain the materials in their original manufactured or fabricated condition until ready for use.

PART 2 PRODUCTS

2.1 TREE WOUND PAINT

Submit samples in cans with manufacturer's label of bituminous based paint of standard manufacture specially formulated for tree wounds.

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Keep roads and walks free of dirt and debris at all times.

3.1.2 Trees, Shrubs, and Existing Facilities

Protect trees and vegetation to be left standing from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.1.3 Utility Lines

Protect existing utility lines that are indicated to remain from damage. Notify the DNREC Representative immediately of damage to or an encounter with an unknown existing utility line. The Contractor is responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations. When utility lines which are to be removed are encountered within the area of operations, notify the DNREC Representative in ample time to minimize interruption of the service.

3.2 CLEARING

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an approved tree-wound paint.

3.3 TREE REMOVAL

Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.4 PRUNING

Trim trees designated to be left standing within the cleared areas of dead branches 1-1/2 inches or more in diameter; and trim branches to heights and in a manner as indicated. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches. Paint cuts more than 1-1/4 inches in diameter with an approved tree wound paint.

3.5 GRUBBING

Grubbing consists of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Remove material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Fill depressions made by grubbing with suitable material and compact to make the surface conform with the original adjacent surface of the ground.

3.6 DISPOSAL OF MATERIALS

3.6.1 Saleable Timber

1. All timber on the project site noted for clearing and grubbing shall become the property of the Contractor, and shall be removed from the project site and disposed of off stations.

3.6.2 Nonsaleable Materials

Written permission to dispose of such products on private property shall

be filed with the DNREC Representative. Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, except for salable timber, shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

-- End of Section --

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SECTION 31 23 00.00 20

EXCAVATION AND FILL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C136	(2006) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D1140	(2000; R 2006) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D1556	(2007) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	(2012) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³) (2700 kN-m/m ³)
ASTM D2487	(2011) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3786/D3786M	(2013) Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method
ASTM D4318	(2010) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4355	(2007) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D4491	(1999a; R 2009) Water Permeability of Geotextiles by Permittivity
ASTM D4533	(2011) Trapezoid Tearing Strength of Geotextiles
ASTM D4632/D4632M	(2008; E 2013; R 2013) Grab Breaking Load and Elongation of Geotextiles
ASTM D4751	(2012) Determining Apparent Opening Size of a Geotextile
ASTM D4833/D4833M	(2007; E 2013; R 2013) Index Puncture Resistance of Geotextiles, Geomembranes,

and Related Products

ASTM D6938 (2010) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D698 (2012) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

DELDOT (2001) Specifications for Road and Bridge Construction

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846.3-3 (1999, Third Edition, Update III-A) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods

1.2 DEFINITIONS

1.2.1 Capillary Water Barrier

A layer of clean, poorly graded crushed rock, stone, or natural sand or gravel having a high porosity which is placed beneath a building slab with or without a vapor barrier to cut off the capillary flow of pore water to the area immediately below a slab.

1.2.2 Degree of Compaction

Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D698, for general soil types, abbreviated as percent laboratory maximum density.

1.2.3 Hard Materials

Weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

1.2.4 Rock

Solid homogeneous interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits, neither of which can be removed without systematic drilling and blasting, drilling and the use of expansion jacks or feather wedges, or the use of backhoe-mounted pneumatic hole punchers or rock breakers; also large boulders, buried masonry, or concrete other than pavement exceeding 1/2 cubic yard in volume. Removal of hard material will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00
SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dewatering work plan

Submit 15 days prior to starting work.

SD-06 Test Reports

Borrow Site Testing

Fill and backfill test

Select material test

Density tests

Copies of all laboratory and field test reports within 24 hours of the
completion of the test.

1.4 DELIVERY, STORAGE, AND HANDLING

Perform in a manner to prevent contamination or segregation of materials.

1.5 CRITERIA FOR BIDDING

Bid on the following criteria:

- a. Surface elevations are as indicated.
- b. Pipes or other artificial obstructions, except those indicated, will not be encountered.
- d. Ground water elevation is approximately 11 feet below existing surface elevation.
- g. Borrow material, suitable backfill, and bedding material in the quantities required is not available at the project site
- h. Blasting will not be permitted. Remove material in an approved manner.

1.6 REQUIREMENTS FOR OFF SITE SOIL

Soils brought in from off site for use as backfill shall be tested for petroleum hydrocarbons, BTEX, PCBs and HW characteristics (including toxicity, ignitability, corrosivity, and reactivity). Backfill shall not contain concentrations of these analytes above the appropriate State and/or EPA criteria, and shall pass the tests for HW characteristics. Determine petroleum hydrocarbon concentrations by using appropriate State protocols. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5035/8260B. Perform complete TCLP in accordance with EPA SW-846.3-3 Method 1311. Perform HW characteristic tests for ignitability, corrosivity, and reactivity in accordance with accepted standard methods. Perform PCB testing in accordance with accepted standard methods for sampling and analysis of bulk solid samples. Provide borrow site testing

for petroleum hydrocarbons and BTEX from a grab sample of material from the area most likely to be contaminated at the borrow site (as indicated by visual or olfactory evidence), with at least one test from each borrow site. For each borrow site, provide borrow site testing for HW characteristics from a composite sample of material, collected in accordance with standard soil sampling techniques. Do not bring material onsite until tests results have been received and approved by the DNREC Representative.

1.7 QUALITY ASSURANCE

1.7.1 Dewatering Work Plan

Submit procedures for accomplishing dewatering work.

1.7.2 Utilities

Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Perform work adjacent to non-Government utilities as indicated in accordance with procedures outlined by utility company. Excavation made with power-driven equipment is not permitted within 2 feet of known Government-owned utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work affected by the contract excavation until approval for backfill is granted by the DNREC Representative. Report damage to utility lines or subsurface construction immediately to the DNREC Representative.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

2.1.1 Satisfactory Materials

- a. DELDOT Borrow Type C for backfill in utility trenches.
- b. DELDOT Borrow Type F shall be used as fill throughout the remainder of the site.

2.1.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 2.5 inches. The DNREC Representative shall be notified of any contaminated materials.

2.1.3 Common Fill

Approved, unclassified soil material with the characteristics required to compact to the soil density specified for the intended location.

2.1.4 Backfill and Fill Material

- a. DELDOT Borrow Type C for backfill in utility trenches.

b. DELDOT Borrow Type F shall be used as fill throughout the remainder of the site.

2.1.5 Topsoil

Provide as specified in Section 32 92 19 SEEDING.

Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

2.2 UTILITY BEDDING MATERIAL

DELDOT Borrow Type C for backfill in utility trenches.

2.3 BORROW

Obtain borrow materials required from sources outside of Government property.

2.4 FILTER FABRIC

Geotextile Properties Table

(DNREC standards)

Type	GD-II
Minimum Grab Tensile Strength (ASTM D4632/D4632M)	80 lbs
Maximum Grab Tensile Elongation (ASTM D4632/D4632M)	50 percent
Minimum Trapezoidal Tear Strength (ASTM D4533)	35 lbs
Minimum Mullen Burst Strength (ASTM D3786/D3786M)	160 psi
Minimum Puncture Strength (ASTM D4833/D4833M)	45 lbs
Apparent Opening Size (ASTM D4751)	40-80 US Sieve
Minimum UV Resistance after 500 hours (ASTM D4355)	70 percent
Flow-thru Rate (ASTM D4491)	110 gal/min/sqft minimum

Acceptable Materials for use as Type of GD-2 Fabric:

1. Mirafi FW402
2. Geotex 111F
3. Amoco 4535

4. Other Approved Equivalent

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Drainage and Dewatering

Provide for the collection and disposal of surface and subsurface water encountered during construction.

3.1.1.1 Drainage

So that construction operations progress successfully, completely drain construction site during periods of construction to keep soil materials sufficiently dry. The Contractor shall establish/construct storm drainage features at the earliest stages of site development, and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity and/or provide temporary ditches, dikes, swales, and other drainage features and equipment as required to maintain dry soils. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions presented by the plans and specifications and to employ necessary measures to permit construction to proceed. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site, the area immediately surrounding the site, and the area affecting operations at the site shall be continually and effectively drained.

3.1.1.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 1 foot below the working level.

3.1.2 Underground Utilities

Location of the existing utilities indicated is approximate. The Contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The Contractor shall contact the Public Works Department for assistance in locating existing utilities.

3.1.3 Machinery and Equipment

Movement of construction machinery and equipment over pipes during construction shall be at the Contractor's risk. Repair, or remove and

provide new pipe for existing or newly installed pipe that has been displaced or damaged.

3.2 SURFACE PREPARATION

3.2.1 Clearing and Grubbing

Unless indicated otherwise, remove trees, stumps, logs, shrubs, brush and vegetation and other items that would interfere with construction operations within the clearing limits. Remove stumps entirely. Grub out matted roots and roots over 2 inches in diameter to at least 18 inches below existing surface.

3.2.2 Unsuitable Material

Remove vegetation, debris, decayed vegetable matter, sod, mulch, and rubbish underneath paved areas or concrete slabs.

3.3 EXCAVATION

Excavate to contours, elevation, and dimensions indicated. Reuse excavated materials that meet the specified requirements for the material type required at the intended location. Keep excavations free from water. Excavate soil disturbed or weakened by Contractor's operations, soils softened or made unsuitable for subsequent construction due to exposure to weather. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory material encountered below the grades shown shall be removed as directed. Refill with backfill and fill material to 95 percent of ASTM D698 maximum density. Unless specified otherwise, refill excavations cut below indicated depth with backfill and fill material and compact to 95 percent of ASTM D698 maximum density. Satisfactory material removed below the depths indicated, without specific direction of the DNREC Representative, shall be replaced with satisfactory materials to the indicated excavation grade; except as specified for spread footings. Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done under the direction of the DNREC Representative.

3.3.1 Pipe Trenches

Excavate to the dimension indicated. Grade bottom of trenches to provide uniform support for each section of pipe after pipe bedding placement. Tamp if necessary to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length. Rock, where encountered, shall be excavated to a depth of at least 6 inches below the bottom of the pipe.

3.3.2 Hard Material and Rock Excavation

Remove hard material and rock to elevations indicated in a manner that will leave foundation material in an unshattered and solid condition. Roughen level surfaces and cut sloped surfaces into benches for bond with concrete. Protect shale from conditions causing decomposition along joints or cleavage planes and other types of erosion. Removal of hard material and rock beyond lines and grades indicated will not be grounds for a claim for additional payment unless previously authorized by the DNREC Representative. Excavation of the material claimed as rock shall not be performed until the material has been cross sectioned by the

Contractor and approved by the DNREC Representative. Common excavation shall consist of all excavation not classified as rock excavation.

3.3.3 Excavated Materials

Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required or shall be separately stockpiled if it cannot be readily placed. Satisfactory material in excess of that required for the permanent work and all unsatisfactory material shall be disposed of as specified in Paragraph "DISPOSITION OF SURPLUS MATERIAL."

3.3.4 Final Grade of Surfaces to Support Concrete

Excavation to final grade shall not be made until just before concrete is to be placed. Only excavation methods that will leave the foundation rock in a solid and unshattered condition shall be used. Approximately level surfaces shall be roughened, and sloped surfaces shall be cut as indicated into rough steps or benches to provide a satisfactory bond. Shales shall be protected from slaking and all surfaces shall be protected from erosion resulting from ponding or flow of water.

3.4 SUBGRADE PREPARATION

Unsatisfactory material in surfaces to receive fill or in excavated areas shall be removed and replaced with satisfactory materials as directed by the DNREC Representative. The surface shall be scarified to a depth of 6 inches before the fill is started. Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Minimum subgrade density shall be as specified herein.

3.4.1 Proof Rolling

Proof rolling shall be done on an exposed subgrade free of surface water (wet conditions resulting from rainfall) which would promote degradation of an otherwise acceptable subgrade. Proof roll the existing subgrade with six passes of a dump truck loaded with 212 cubic feet of soil. Operate the truck in a systematic manner to ensure the number of passes over all areas, and at speeds between 2 1/2 to 3 1/2 miles per hour. Notify the DNREC Representative a minimum of 3 days prior to proof rolling. Proof rolling shall be performed in the presence of the DNREC Representative. Rutting or pumping of material shall be undercut as directed by the DNREC Representative and replaced with fill and backfill material.

3.5 SUBGRADE FILTER FABRIC

Place geotextile drainage layer as indicated directly on prepared subgrade free of stumps, rocks larger than 2 inches diameter and other debris which may puncture or otherwise damage the fabric. Repair damaged fabric by placing an additional layer of fabric to cover the damaged area a minimum of 3 feet overlap in all directions. Overlap fabric at joints a minimum of 3 feet. Obtain approval of filter fabric installation before placing fill or backfill. Place fill or backfill on fabric in the direction of overlaps and compact as specified herein. Follow manufacturer's recommended installation procedures.

3.6 FILLING AND BACKFILLING

Fill and backfill to contours, elevations, and dimensions indicated. Compact each lift before placing overlaying lift.

3.6.1 Common Fill Placement

Provide for general site. Place in 6 inch lifts. Compact areas not accessible to rollers or compactors with mechanical hand tampers. Aerate material excessively moistened by rain to a satisfactory moisture content. Finish to a smooth surface by blading, rolling with a smooth roller, or both.

3.6.2 Backfill and Fill Material Placement

Provide for paved areas and under concrete slabs, except where select material is provided. Place in 6 inch lifts. Do not place over wet or frozen areas. Place backfill material adjacent to structures as the structural elements are completed and accepted. Backfill against concrete only when approved. Place and compact material to avoid loading upon or against the structure.

3.6.3 Trench Backfilling

Backfill as rapidly as construction, testing, and acceptance of work permits. Place and compact backfill under structures and paved areas in 6 inch lifts to top of trench and in 6 inch lifts to one foot over pipe outside structures and paved areas.

3.7 BORROW

Where satisfactory materials are not available in sufficient quantity from required excavations, approved borrow materials shall be obtained as specified herein.

3.8 COMPACTION

Determine in-place density of existing subgrade; if required density exists, no compaction of existing subgrade will be required.

3.8.1 General Site

Compact underneath areas designated for vegetation and areas outside the 5 foot line of the paved area or structure to 85 percent of ASTM D698.

3.8.2 Paved Areas

Compact top 12 inches of subgrades to 95 percent of ASTM D698. Compact fill and backfill materials to 95 percent of ASTM D698.

3.9 FINISH OPERATIONS

3.9.1 Grading

Finish grades as indicated within one-tenth of one foot. Grade areas to drain water away from structures. Maintain areas free of trash and debris. For existing grades that will remain but which were disturbed by Contractor's operations, grade as directed.

3.9.2 Topsoil and Seed

Provide as specified in Section 32 92 19 SEEDING.

3.9.3 Protection of Surfaces

Protect newly backfilled, graded, and topsoiled areas from traffic, erosion, and settlements that may occur. Repair or reestablish damaged grades, elevations, or slopes.

3.10 DISPOSITION OF SURPLUS MATERIAL

All excavated material will remain onsite.

3.11 FIELD QUALITY CONTROL

3.11.1 Sampling

Take the number and size of samples required to perform the following tests.

3.11.2 Testing

Perform one of each of the following tests for each material used. Provide additional tests for each source change.

3.11.2.1 Fill and Backfill Material Testing

Test fill and backfill material in accordance with ASTM C136 for conformance to ASTM D2487 gradation limits; ASTM D1140 for material finer than the No. 200 sieve; ASTM D4318 for liquid limit and for plastic limit; ASTM D698 or ASTM D1557 for moisture density relations, as applicable.

3.11.2.2 Select Material Testing

Test select material in accordance with ASTM C136 for conformance to ASTM D2487 gradation limits; ASTM D1140 for material finer than the No. 200 sieve; ASTM D698 or ASTM D1557 for moisture density relations, as applicable.

3.11.2.3 Density Tests

Test density in accordance with ASTM D1556, or ASTM D6938. When ASTM D6938 density tests are used, verify density test results by performing an ASTM D1556 density test at a location already ASTM D6938 tested as

specified herein. Perform an ASTM D1556 density test at the start of the job, and for every 10 ASTM D6938 density tests thereafter. Test each lift at randomly selected locations every 2000 square feet of existing grade in fills for structures and concrete slabs, and every 2500 square feet for other fill areas and every 2000 square feet of subgrade in cut. Include density test results in daily report.

-- End of Section --

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SECTION 31 32 11

SOIL SURFACE EROSION CONTROL

PART 1 GENERAL

1.1 SUMMARY

The work consists of furnishing and installing temporary and permanent soil surface erosion control materials to prevent the pollution of air, water, and land, including fine grading, blanketing, stapling, mulching, vegetative measures, structural measures, and miscellaneous related work, within project limits and in areas outside the project limits where the soil surface is disturbed from work under this contract at the designated locations. This work includes all necessary materials, labor, supervision and equipment for installation of a complete system. Submit a listing of equipment to be used for the application of erosion control materials. Coordinate this section with the requirements of Section 31 00 00 EARTHWORK and Section 32 92 19 SEEDING. Complete backfilling the openings in synthetic grid systems and articulating cellular concrete block systems a maximum 7 days after placement to protect the material from ultraviolet radiation.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D4972	(2001; R 2007) pH of Soils
ASTM D5268	(2013) Topsoil Used for Landscaping Purposes
ASTM D5852	(2000; R 2007) Standard Test Method for Erodibility Determination of Soil in the Field or in the Laboratory by the Jet Index Method
ASTM D6629	(2001; E 2012; R 2012) Selection of Methods for Estimating Soil Loss by Erosion

1.3 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Work sequence schedule

SD-02 Shop Drawings

Layout
Obstructions Below Ground
Seed Establishment Period
Maintenance Record

SD-03 Product Data

10 Mil Polyethylene Liner
Hydraulic Mulch
Geotextile Fabrics
Aggregate
Equipment

Submit manufacturer's literature including physical characteristics, application and installation instructions. Documentation indicating percentage of post-industrial and post-consumer recycled content per unit of product. Indicate relative dollar value of recycled content products to total dollar value of products included in project.

SD-06 Test Reports

Hydraulic Mulch
Geotextile Fabrics
Compressive Strength Testing
Sand
Gravel

SD-07 Certificates

Fill Material
Mulch
Hydraulic Mulch
Geotextile Fabrics
Installer's Qualification
Recycled Plastic
Seed
Tackifier

SD-10 Operation and Maintenance Data

Maintenance Instructions

SD-11 Closeout Submittals

Hydraulic Mulch
Geotextile Fabrics
Aggregate

1.4 QUALITY ASSURANCE

1.4.1 Installer's Qualification

The installer shall be certified by the manufacturer for training and experience installing the material. Submit the installer's company name

and address, and/or certification.

1.4.2 Erosion Potential

Assess potential effects of soil management practices on soil loss in accordance with ASTM D6629. Assess erodibility of soil with dominant soil structure less than 2.8 to 3.1 inches in accordance with ASTM D5852.

1.4.3 Substitutions

Substitutions will not be allowed without written request and approval from the DNREC Representative. Refer to Section 3.1.5.2-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.1.5.2..

1.5 DELIVERY, STORAGE, AND HANDLING

Prior to delivery of materials, submit certificates of compliance attesting that materials meet the specified requirements. Store materials in designated areas and as recommended by the manufacturer protected from the elements, direct exposure, and damage. Do not drop containers from trucks. Material shall be free of defects that would void required performance or warranty. Deliver geosynthetic binders and synthetic soil binders in the manufacturer's original sealed containers and stored in a secure area.

- a. Furnish erosion control blankets and geotextile fabric in rolls with suitable wrapping to protect against moisture and extended ultraviolet exposure prior to placement. Label erosion control blanket and geotextile fabric rolls to provide identification sufficient for inventory and quality control purposes.
- b. Inspect seed upon arrival at the jobsite for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected.

1.6 SCHEDULING

Submit a construction work sequence schedule, with the approved erosion control plan a minimum of 30 days prior to start of construction. The work schedule shall coordinate the timing of land disturbing activities with the provision of erosion control measures to reduce on-site erosion and off-site sedimentation. Coordinate installation of temporary erosion control features with the construction of permanent erosion control features to assure effective and continuous control of erosion, pollution, and sediment deposition. Include a vegetative plan with planting and seeding dates and fertilizer, lime, and mulching rates. Distribute copies of the work schedule and erosion control plan to site subcontractors. Address the following in the erosion control plan:

- a. Statement of erosion control and stormwater control objectives.
- b. Description of temporary and permanent erosion control, stormwater control, and air pollution control measures to be implemented on site.
- c. Description of the type and frequency of maintenance activities required for the chosen erosion control methods.
- d. Comparison of proposed post-development stormwater runoff conditions with predevelopment conditions.

1.7 WARRANTY

Erosion control material shall have a warranty for use and durable condition for project specific installations. Temporary erosion control materials shall carry a minimum eighteen month warranty. Permanent erosion control materials shall carry a minimum three year warranty.

PART 2 PRODUCTS

2.1 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.1.1 Straw

Straw shall be stalks from oats, wheat, rye, barley, or rice, furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.

2.1.2 Hay

Hay shall be native hay, sudan-grass hay, broomsedge hay, or other herbaceous mowings, furnished in an air-dry condition suitable for placing with commercial mulch-blowing equipment.

2.1.3 Shredded Bark

Locally shredded material shall be treated to retard the growth of mold and fungi.

2.1.4 Coir

Coir shall be manufactured from 100 percent coconut fiber cured in fresh water for a minimum of 6 months.

2.1.5 Hydraulic Mulch

Hydraulic mulch shall be made of 100 percent recycled material. Wood shall be naturally air-dried to a moisture content of 10.0 percent, plus or minus 3.0 percent. A minimum of 50 percent of the fibers shall be equal to or greater than 0.15 inch in length and a minimum of 75 percent of the fibers shall be retained on a 28 mesh screen. Hydraulic mulch shall have the following mixture characteristics:

CHARACTERISTIC (typical)	VALUE
pH	5.4 ± 0.1
Organic Matter (oven dried basis)	percent 99.3 within ± 0.2
Inorganic Ash (oven dried basis)	percent 0.7 within ± 0.2
Water Holding Capacity	percent 1,401

2.1.6 Tackifier

Tackifier shall be a blended polyacrylimide material with non-ionic galactomannan of Gramineae endosperm in powder and crystalline form with molecular weights over 250,000. Tackifier shall be pre-packaged in the hydraulic mulch at the rate on the approved Erosion and Sediment Control Plans.

2.1.7 Dye

Dye shall be a water-activated, green color. Pre-package dye in water dissolvable packets in the hydraulic mulch.

2.2 GEOTEXTILE FABRICS

(DNREC standards) - Type: GD-II, GD-III, and GS-I

2.3 COMPOST FILTER LOGS

Refer to Section 3.1.7-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.1.7.

2.4 WATER

Unless otherwise directed, water is the responsibility of the Contractor. Water shall be potable or supplied by an existing irrigation system.

2.5 10 MIL POLYETHYLENE LINER

The 10 Mil polyethylene liner must be used for the lining of concrete washout stations.

2.6 PLASTIC SHEETING

a. A double layer of plastic sheeting will be used as spill prevention in accordance with construction site waste management and spill control.

b. Refer to Section 3.6.1-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.6.1.

PART 3 EXECUTION

3.1 WEATHER CONDITIONS

Perform erosion control operations under favorable weather conditions; when excessive moisture, frozen ground or other unsatisfactory conditions prevail, the work shall be stopped as directed. When special conditions warrant a variance to earthwork operations, submit a revised construction schedule for approval. Do not apply erosion control materials in adverse weather conditions which could affect their performance.

3.2 SITE PREPARATION

3.2.1 Soil Test

Test soil in accordance with ASTM D5268 and ASTM D4972 for determining the particle size and mechanical analysis. Sample collection onsite shall be random over the entire site. The test shall determine the soil particle size as compatible for the specified material.

3.2.2 Layout

Submit scale drawings defining areas to receive recommended materials as required by federal, state or local regulations. Erosion control material locations may be adjusted to meet field conditions. When soil tests result in unacceptable particle sizes, submit a shop drawing indicating the corrective measures.

3.2.3 Protecting Existing Vegetation

When there are established lawns in the work area, the turf shall be covered and/or protected or replaced after construction operations. Identify existing trees, shrubs, plant beds, and landscape features that are to be preserved on site by appropriate tags and barricade with reusable, high-visibility fencing along the dripline. Mitigate damage to existing trees at no additional cost to the Government. Damage shall be assessed by a state certified arborist or other approved professional using the National Arborist Association's tree valuation guideline.

3.2.4 Obstructions Below Ground

When obstructions below ground affect the work, submit shop drawings showing proposed adjustments to placement of erosion control material for approval.

3.3 INSTALLATION

Immediately stabilize exposed soil using fabric, mulch, and seed. Stabilize areas for construction access immediately as specified in the paragraph Construction Entrance. Install principal sediment basins and traps before any major site grading takes place. Provide additional sediment traps and sediment fences as grading progresses.

3.3.1 Construction Entrance

Provide as indicated on drawings, a minimum of 6 inches thick, at points of vehicular ingress and egress on the construction site. Construction entrances shall be cleared and grubbed, and then excavated a minimum of 3 inches prior to placement of the filter fabric and aggregate. The aggregate shall be placed in a manner that will prevent damage and movement of the fabric. Place fabric in one piece, where possible. Overlap fabric joints a minimum of 12 inches.

This area shall also be used as the vehicle decontamination area. All soils shall remain onsite. Refer to DNREC Detail DE-ESC-3.4.7.

3.3.2 Compost Filter Logs

- a. Install per manufacturer's recommendations.
- b. Refer to Section 3.1.7-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.1.7.

3.3.3 Seeding

When seeding is required prior to installing mulch on synthetic grid systems verify that seeding will be completed in accordance with Sections 31 00 00 EARTHWORK and 32 92 19 SEEDING.

3.3.4 Mulch Installation

Install mulch in the areas indicated. Apply mulch evenly at the rate on the approved Erosion and Sediment Control Plans.

3.3.5 Mechanical Anchor

Mechanical anchor shall be a V-type-wheel land packer; a scalloped-disk land packer designed to force mulch into the soil surface; or other suitable equipment.

3.3.6 Asphalt Adhesive Tackifier

Asphalt adhesive tackifier shall be sprayed at a rate between 10 to 13 gallons/1000 square feet. Do not completely exclude sunlight from penetrating to the ground surface.

3.3.7 Non-Asphaltic Tackifier

Apply hydrophilic colloid at the rate recommended by the manufacturer, using hydraulic equipment suitable for thoroughly mixing with water. Apply a uniform mixture over the area.

3.3.8 Asphalt Adhesive Coated Mulch

Hay or straw mulch may be spread simultaneously with asphalt adhesive applied at a rate between 10 to 13 gallons/1000 square feet, using power mulch equipment equipped with suitable asphalt pump and nozzle. Apply the adhesive-coated mulch evenly over the surface. Do not completely exclude sunlight from penetrating to the ground surface.

3.3.9 Wood Cellulose Fiber, Paper Fiber, and Recycled Paper

Apply wood cellulose fiber, paper fiber, or recycled paper as part of the hydraulic mulch operation.

3.3.10 Hydraulic Mulch Application

3.3.10.1 Unseeded Area

Install hydraulic mulch as indicated and in accordance with manufacturer's recommendations. Mix hydraulic mulch with water at the rate recommended by the manufacturer for the area to be covered. Mixing shall be done in equipment manufactured specifically for hydraulic mulching work, including an agitator in the mixing tank to keep the mulch evenly disbursed.

3.3.10.2 Seeded Area

For drill, broadcast, or hydraulic seeded areas apply mulch at rate on the approved Erosion and Sediment and Control Plans.

3.3.11 Seeding, Fertilizing, Mulching

Install seed in accordance with Section 32 92 19 SEEDING.

3.3.12 Inlet Protection Type 1

Refer to Section 3.1.5.1-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.1.5.1.

Handbook and Detail DE-ESC-3.1.5.1.

3.3.13 Inlet Protection Type 2

Refer to Section 3.1.5.2-1 of the Delaware Erosion and Sediment Control Handbook and Detail DE-ESC-3.1.5.2.

3.4 CLEAN-UP

Dispose of excess material, debris, and waste materials offsite at an approved landfill or recycling center. Clear adjacent paved areas. Immediately upon completion of the installation in an area, protect the area against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.5 WATERING SEED

Apply water to supplement rainfall at a sufficient rate to ensure moist soil conditions to a minimum 1 inch depth. Prevent run-off and puddling. Do no drive watering trucks over turf areas, unless otherwise directed. Prevent watering of other adjacent areas or plant material.

3.6 MAINTENANCE RECORD

Furnish a record describing the maintenance work performed, record of measurements and findings for product failure, recommendations for repair, and products replaced.

3.6.1 Maintenance

Maintenance shall include eradicating weeds; protecting embankments and ditches from surface erosion; maintaining the performance of the erosion control materials and mulch; protecting installed areas from traffic.

3.6.2 Maintenance Instructions

Furnish written instructions containing drawings and other necessary information, describing the care of the installed material; including, when and where maintenance should occur, and the procedures for material replacement. Submit instruction for year-round care of installed material. Include manufacturer supplied spare parts.

3.6.3 Patching and Replacement

Unless otherwise directed, material shall be placed, seamed or patched as recommended by the manufacturer. Remove material not meeting the required performance as a result of placement, seaming or patching from the site. Replace the unacceptable material at no additional cost to the Government.

3.6.4 Erosion and Sediment Control-Perimeter Control Maintenance

The Site Certified Construction Reviewer (CCR) shall provide weekly inspections. Due to the high volume of truck traffic entering and exiting the site, weekly street sweeping will be required. To control soil tracking use of the stabilized construction entrance as a wheel washing station shall be provided on a daily basis.

-- End of Section --

SECTION 32 05 33

LANDSCAPE ESTABLISHMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D5851 (1995; R 2011) Planning and Implementing a Water Monitoring Program

1.2 DEFINITIONS

1.2.1 Pesticide

Any substance or mixture of substances, including biological control agents, that may prevent, destroy, repel, or mitigate pests and are specifically labeled for use by the U.S. Environmental Protection Agency (EPA). Also, any substance used as a plant regulator, defoliant, disinfectant, or biocide. Examples of pesticides include fumigants, herbicides, insecticides, fungicides, nematocides, molluscicides and rodenticides.

1.2.2 Stand of Turf

95 percent ground cover of the established species.

1.3 RELATED REQUIREMENTS

Section 32 92 19 SEEDING applies to this section for installation of seed requirements, with additions and modifications herein.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-07 Certificates

Maintenance inspection report

SD-10 Operation and Maintenance Data

Maintenance

1.5 DELIVERY, STORAGE AND HANDLING

1.5.1 Delivery

Deliver fertilizer to the site in original containers bearing manufacturer's chemical analysis, name, trade name, or trademark, and

indication of conformance to state and federal laws. Instead of containers, fertilizer may be furnished in bulk with a certificate indicating the above information.

1.5.2 Storage

1.5.2.1 Fertilizer Storage

Material shall be stored in designated areas. Fertilizer shall be stored in cool, dry locations away from contaminants.

1.5.2.2 Antidessicants Storage

Do not store with fertilizers or other landscape maintenance materials.

1.5.3 Handling

Do not drop or dump materials from vehicles.

1.6 MAINTENANCE

Submit Operation and Maintenance (O&M) Manuals for planting materials. Include instructions indicating procedures during one typical year including variations of maintenance for climatic conditions throughout the year. Provide instructions and procedures for watering; promotion of growth, including fertilizing, pruning, and mowing; and integrated pest management. O&M Manuals shall include pictures of planting materials cross referenced to botanical and common names, with a description of the normal appearance in each season.

Develop a water monitoring program for surface and ground water on the project site in accordance with ASTM D5851 and consistent with the water management program utilized during construction operations.

PART 2 PRODUCTS

2.1 WATER

Source of water shall be approved by the DNREC Representative, and be of suitable quality for irrigation. Use collected storm water or graywater when available.

PART 3 EXECUTION

3.1 EXTENT OF WORK

Provide landscape construction maintenance to include mowing, edging, overseeding, watering, and weeding, for all newly installed landscape areas and existing plant material, unless indicated otherwise, and at all areas inside or outside the limits of the construction that are disturbed by the Contractor's operations.

3.1.1 Policing

The Contractor shall police all landscaped areas. Policing includes removal of leaves, branches and limbs regardless of length or diameter, dead vegetation, paper, trash, cigarette butts, garbage, rocks or other debris. Policing shall extend to both sides of fencing or walls. Collected debris shall be promptly removed and disposed of at an approved

disposal site.

3.1.2 Drainage System Maintenance

The Contractor shall remove all obstructions from surface and subsurface drain lines to allow water to flow unrestricted in swales, catch basins, storm drain curb inlets, and yard drains. Remove grates and clear debris in catch basins. Open drainage channels are to be maintained free of all debris and vegetation at all times. Edges of these channels shall be clear of any encroachment by vegetation.

3.2 IRRIGATION ESTABLISHMENT PERIOD

3.2.1 Water Restrictions

The Contractor shall abide by state, local or other water conservation regulations in force during the establishment period. Automatic controller shall be adjusted to comply with the water conservation regulations schedule.

3.2.2 Fire Hydrants

To use a fire hydrant for irrigation, the Contractor shall obtain prior clearance from the DNREC Representative and provide the tools and connections approved for use on fire hydrants. If a fire hydrant is used, Contractor shall provide a reduced pressure backflow preventer for each connection between hose and fire hydrant. Backflow preventer used shall be tested once per month by a certified backflow preventer tester.

3.2.3 Final Acceptance

Upon completion of the irrigation establishment period and final acceptance of groundcover and exterior plants, irrigation equipment shall be removed.

3.3 GROUNDCOVER ESTABLISHMENT PERIOD

Groundcover establishment period will commence on the date that inspection by the DNREC Representative shows that the new turf furnished under this contract has been satisfactorily installed to a 95 percent stand of coverage. The establishment period shall continue for a period of 365 days.

3.3.1 Frequency of Maintenance

Begin maintenance immediately after turf has been installed. Inspect areas once a week during the installation and establishment period and perform needed maintenance promptly.

3.3.2 Promotion of Growth

Groundcover shall be maintained in a manner that promotes proper health, growth, natural color. Turf shall have a neat uniform manicured appearance, free of bare areas, ruts, holes, weeds, pests, dead vegetation, debris, and unwanted vegetation that present an unsightly appearance. Mow, remove excess clippings, eradicate weeds, water, fertilize, overseed, and perform other operations necessary to promote growth, as approved by DNREC Representative and consistent with approved Integrated Pest Management Plan. Remove noxious weeds common to the area from planting areas by

mechanical means.

3.3.3 Mowing

3.3.3.1 Turf

Turf shall be mowed at a uniform finished height. Mow turfed areas to a minimum average height of 4 inches when average height of grass becomes 6 inches for spring/summer maintenance and to a minimum average height of 4 inches when the average height of grass reaches 6 inches for fall maintenance. The height of turf is measured from the soil. Mowing of turf shall be performed in a manner that prevents scalping, rutting, bruising, uneven and rough cutting. Prior to mowing, all rubbish, debris, trash, leaves, rocks, paper, and limbs or branches on a turf area shall be picked up and disposed. Adjacent paved areas shall be swept/vacuumed clean.

3.3.4 Turf Edging and Trimming

Perimeter of planter bed edges, sidewalks, driveways, curbs, and other paved surfaces shall be edged. Uniformly edge these areas to prevent encroachment of vegetation onto paved surfaces and to provide a clear cut division line between planter beds, turf, and ground cover. Edging is to be accomplished in a manner that prevents scalping, rutting, bruising, uneven and rough cutting. Edging shall be performed on the same day that turf is mowed. Use of string line trimmers is permitted in "soft" areas such as an edge between turfgrass and a planter bed. Care shall be exercised to avoid damage to any plant materials, structures, and other landscape features.

Trimming around trees, fences, poles, and other similar objects is to be accomplished to match the height and appearance of surrounding mowed turf growth. Trimming shall be performed on the same day the turf's mowed. Care shall be exercised to avoid "Girdling" trees located in turf areas. The use of protective tree collars on trees in turf areas may be utilized as a temporary means to avoid injury to tree trunks. At the end of the plant establishment period Contractor will be responsible for removing all protective tree collars.

3.3.5 Turf Watering

The Contractor shall perform irrigation in a manner that promotes the health, growth, color and appearance of cultivated vegetation and that complies with all Federal, State, and local water agencies and authorities directives. The Contractor shall be responsible to prevent over watering, water run-off, erosion, and ponding due to excessive quantities or rate of application. The Contractor shall abide by state, local or other water conservation regulations or restrictions in force during the establishment period.

3.3.6 Replanting

Replant in accordance with Section 32 92 19 SEEDING and within specified planting dates areas which do not have a satisfactory stand of turf. Replant areas which do not have a satisfactory stand of other groundcover and grasses.

3.3.7 Final Inspection and Acceptance

Final inspection will be made upon written request from the Contractor at least 10 days prior to the last day of the turf establishment period. Final turf acceptance will be based upon a satisfactory stand of turf. Final acceptance of wildflower and grass areas will be based upon a stand of 95 percent groundcover of established species.

3.3.8 Unsatisfactory Work

When work is found to not meet design intent and specifications, maintenance period will be extended at no additional cost to the Government until work has been completed, inspected and accepted by DNREC Representative.

3.4 FIELD QUALITY CONTROL

3.4.1 Maintenance Inspection Report

Provide maintenance inspection report to assure that landscape maintenance is being performed in accordance with the specifications and in the best interest of plant growth and survivability. Site observations shall be documented at the start of the establishment period, then quarterly following the start, and at the end of establishment period. Results of site observation visits shall be submitted to the DNREC Representative within 7 calendar days of each site observation visit.

-- End of Section --

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SECTION 32 16 13

CONCRETE SIDEWALKS AND CURBS AND GUTTERS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C172/C172M	(2010) Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173/C173M	(2012) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C231/C231M	(2010) Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C31/C31M	(2012) Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C920	(2011) Standard Specification for Elastomeric Joint Sealants
ASTM D1751	(2004; E 2013; R 2013) Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	(2004a; R 2008) Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion
ASTM D5893/D5893M	(2010) Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

DELDOT	(2001) Specifications for Road and Bridge Construction
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1.2 SYSTEM DESCRIPTION

1.2.1 General Requirements

General requirements will follow DELDOT, Section 705 unless otherwise noted.

1.3 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Concrete(Reference DELDOT, Section 812, Class A concrete)

SD-06 Test Reports

Field Quality Control

1.4 ENVIRONMENTAL REQUIREMENTS

1.4.1 Placing During Cold Weather

Do not place concrete when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Make provisions to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the temperature of the air, aggregates, or water is below 35 degrees F, placement and protection shall be approved in writing. Approval will be contingent upon full conformance with the following provisions. The underlying material shall be prepared and protected so that it is entirely free of frost when the concrete is deposited. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 85 degrees F. Methods and equipment for heating shall be approved. The aggregates shall be free of ice, snow, and frozen lumps before entering the mixer. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period.

1.4.2 Placing During Warm Weather

The temperature of the concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

PART 2 PRODUCTS

2.1 CONCRETE

Provide concrete conforming to the applicable requirements of Class A concrete DELDOT, Section 812.

2.2 CONCRETE PROTECTION MATERIALS

Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the Contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.3 JOINT FILLER STRIPS

2.3.1 Contraction Joint Filler for Curb and Gutter

Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.3.2 Expansion Joint Filler, Premolded

Expansion joint filler, premolded, shall conform to ASTM D1751 or ASTM D1752, 1/2 inch thick, unless otherwise indicated.

2.4 JOINT SEALANTS

Joint sealant, cold-applied shall conform to ASTM C920 or ASTM D5893/D5893M.

2.5 FORM WORK

Design and construct form work to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.5.1 Sidewalk Forms

Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.5.2 Curb and Gutter Forms

Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

The subgrade shall be constructed to the specified grade and cross section

prior to concrete placement. Subgrade shall be placed and compacted as directed.

3.1.1 Sidewalk Subgrade

The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.2 Curb and Gutter Subgrade

The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.3 Maintenance of Subgrade

The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

Set forms to the indicated alignment, grade and dimensions. Hold forms rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.1 Sidewalks

Set forms for sidewalks with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope of 1/4 inch per foot with the low side adjacent to the roadway. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.2 Curbs and Gutters

The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks

Place concrete in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated by tamping and spading or with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing

After straightedging, when most of the water sheen has disappeared, and just before the concrete hardens, finish the surface with a wood or magnesium float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

3.3.3 Edge and Joint Finishing

All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter

Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing

Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing

Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed

in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing

Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. Expansion joints are not required between sidewalks and curb that abut the sidewalk longitudinally.

3.5.1 Sidewalk Contraction Joints

The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.2 Sidewalk Expansion Joints

Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler in expansion joints surrounding structures and features within the sidewalk may consist of preformed filler material conforming to ASTM D1752 or building paper. Joint filler shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with cold-applied joint sealant. Joint sealant shall be gray or stone in color. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed

surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.5.3 Reinforcement Steel Placement

Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB AND GUTTER JOINTS

Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.6.1 Contraction Joints

Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 5 feet nor greater than 15 feet in length.

- a. Contraction joints (except for slip forming) shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.
- b. When slip forming is used, the contraction joints shall be cut in the top portion of the gutter/curb hardened concrete in a continuous cut across the curb and gutter, using a power-driven saw. The depth of cut shall be at least one-fourth of the gutter/curb depth and 1/8 inch in width.

3.6.2 Expansion Joints

Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not less than 30 feet nor greater than 120 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.7 CURING AND PROTECTION

3.7.1 General Requirements

Protect concrete against loss of moisture and rapid temperature changes

for at least 7 days from the beginning of the curing operation. Protect unhardened concrete from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.1.1 Mat Method

The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.1.2 Impervious Sheeting Method

The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.1.3 Membrane Curing Method

A uniform coating of white-pigmented membrane-curing compound shall be applied to the entire exposed surface of the concrete as soon after finishing as the free water has disappeared from the finished surface. Formed surfaces shall be coated immediately after the forms are removed and in no case longer than 1 hour after the removal of forms. Concrete shall not be allowed to dry before the application of the membrane. If any drying has occurred, the surface of the concrete shall be moistened with a fine spray of water and the curing compound applied as soon as the free water disappears. Curing compound shall be applied in two coats by hand-operated pressure sprayers at a coverage of approximately 200 square feet/gallon for the total of both coats. The second coat shall be applied in a direction approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. If pinholes, abrasion, or other discontinuities exist, an additional coat shall be applied to the affected areas within 30 minutes. Concrete surfaces that are subjected to heavy rainfall within 3 hours after the curing compound has been applied shall be resprayed by the method and at the coverage specified above. Areas where the curing compound is damaged by subsequent construction operations within the curing period shall be resprayed. Necessary precautions shall be taken to insure that the concrete is properly cured at sawed joints, and that no curing compound enters the joints. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed before the concrete in the region of the joint is resprayed with curing compound. The method used for sealing the joint groove shall prevent loss of moisture from the joint during the entire specified curing period. Approved standby facilities for curing concrete pavement shall be provided at a location accessible to the jobsite for use in the event of

mechanical failure of the spraying equipment or other conditions that might prevent correct application of the membrane-curing compound at the proper time. Concrete surfaces to which membrane-curing compounds have been applied shall be adequately protected during the entire curing period from pedestrian and vehicular traffic, except as required for joint-sawing operations and surface tests, and from any other possible damage to the continuity of the membrane.

3.7.2 Backfilling

After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.3 Protection

Completed concrete shall be protected from damage until accepted. Repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.7.4 Protective Coating

Protective coating, of linseed oil mixture, shall be applied to the exposed-to-view concrete surface after the curing period, if concrete will be exposed to de-icing chemicals within 6 weeks after placement. Concrete to receive a protective coating shall be moist cured.

3.7.4.1 Application

Curing and backfilling operation shall be completed prior to applying two coats of protective coating. Concrete shall be surface dry and clean before each application. Coverage shall be by spray application at not more than 50 square yards/gallon for first application and not more than 70 square yards/gallon for second application, except that the number of applications and coverage for each application for commercially prepared mixture shall be in accordance with the manufacturer's instructions. Coated surfaces shall be protected from vehicular and pedestrian traffic until dry.

3.7.4.2 Precautions

Protective coating shall not be heated by direct application of flame or electrical heaters and shall be protected from exposure to open flame, sparks, and fire adjacent to open containers or applicators. Material shall not be applied at ambient or material temperatures lower than 50 degrees F.

3.8 FIELD QUALITY CONTROL

Submit copies of all test reports within 24 hours of completion of the test.

3.8.1 General Requirements

Perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon

the results of these inspections and tests, take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing

Provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day nor less than once for every 250 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C172/C172M. Cylinders for acceptance shall be molded in conformance with ASTM C31/C31M by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28 days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.2 Air Content

Determine air content in accordance with ASTM C173/C173M or ASTM C231/C231M. ASTM C231/C231M shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Government inspector. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.3 Slump Test

Two slump tests shall be made on randomly selected batches of each class of concrete for every 250 cubic yards, or fraction thereof, of concrete placed during each shift. Additional tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.3 Thickness Evaluation

The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.4 Surface Evaluation

The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency

When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas

In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance

Exposed surfaces of the finished work will be inspected by the Government and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

-- End of Section --

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SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM A116	(2011) Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
ASTM A153/A153M	(2009) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A702	(2013) Standard Specification for Steel Fence Posts and Assemblies, Hot Wrought
ASTM A780/A780M	(2009) Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A90/A90M	(2013) Standard Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
ASTM C94/C94M	(2013a) Standard Specification for Ready-Mixed Concrete
ASTM F1043	(2013) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F1083	(2013) Standard Specification for Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded, for Fence Structures
ASTM F567	(2011a) Standard Practice for Installation of Chain Link Fence
ASTM F626	(2008; R 2013) Standard Specification for Fence Fittings
ASTM F883	(2013) Padlocks

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

DELDOT	(2001) Specifications for Road and Bridge Construction
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U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS RR-F-191	(Rev K) Fencing, Wire and Post Metal (and Gates, Chain-Link Fence Fabric, and Accessories)
FS RR-F-191/3	(Rev E; Am 1) Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
FS RR-F-191/4	(Rev F) Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

1.2 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

- Fence Assembly
- Location of Gate, Corner, End, and Pull Posts
- Gate Assembly
- Gate Hardware and Accessories
- Erection/Installation Drawings

SD-03 Product Data

- Fence Assembly
- Gate Assembly
- Gate Hardware and Accessories
- Recycled Material Content
- Zinc Coating
- PVC Coating
- Aluminum Alloy Coating
- Fabric
- Stretcher Bars
- Concrete

SD-04 Samples

- Fabric
- Posts
- Braces

Line Posts

Sleeves

Top Rail

Bottom Rail

Tension Wire

Stretcher Bars

Gate Posts

Gate Hardware and Accessories

Padlocks

Wire Ties

SD-07 Certificates

Certificates of Compliance

SD-08 Manufacturer's Instructions

Fence Assembly

Gate Assembly

Hardware Assembly

Accessories

1.3 ASSEMBLY AND INSTALLATION INSTRUCTIONS

Submit manufacturer's erection/installation drawings and instructions that detail proper assembly and materials in the design for fence, gate, hardware and accessories.

Submit erection/installation drawings along with manufacturer's catalog data for complete fence assembly, gate assembly, hardware assembly and accessories.

1.4 DELIVERY, STORAGE, AND HANDLING

Deliver materials to site in an undamaged condition. Store materials off the ground to provide protection against oxidation caused by ground contact.

1.5 QUALITY ASSURANCE

1.5.1 Required Report Data

Submit reports of listing of chain-link fencing and accessories regarding weight in ounces for zinc coating, thickness of PVC coating, and chemical composition and thickness of aluminum alloy coating.

1.5.2 Certificates of Compliance

Submit certificates of compliance in accordance with the applicable reference standards and descriptions of this section for the following:

- a. Zinc coating
- b. PVC coating
- c. Aluminum alloy coating
- d. Fabric
- e. Stretcher bars
- f. Gate hardware and accessories
- g. Concrete

PART 2 PRODUCTS

All materials for fences and gates shall conform to the requirements of DELDOT, Sections 727.03, 727.04, 727.05, 825.03, and 812.

2.1 GENERAL

Provide fencing materials conforming to the requirements of ASTM A116, ASTM A702, ASTM F626, and as specified.

Submit manufacturer's data indicating percentage of recycled material content in protective fence materials, including chain link fence, fabric, and gates to verify affirmative procurement compliance.

2.2 ZINC COATING

Provide hot-dip galvanized (after fabrication) ferrous-metal components and accessories, except as otherwise specified.

Provide zinc coating of weight not less than 1.94 ounces per square foot, as determined from the average result of two specimens, when tested in accordance with ASTM A90/A90M.

Provide zinc coating conforming to the requirements of the following:

- a. Pipe: FS RR-F-191/3 Class 1 Grade A in accordance with ASTM F1083.
- b. Hardware and accessories: ASTM A153/A153M, Table 1
- c. Surface: ASTM F1043
- d. External: Type B-B surface zinc with organic coating, 0.97 ounce per square foot minimum thickness of acrylated polymer.
- e. Internal: Surface zinc coating of 0.97 ounce per square foot minimum.

Provide galvanizing repair material that is cold-applied zinc-rich coating conforming to ASTM A780/A780M.

2.3 FABRIC

FS RR-F-191 and detailed specifications as referenced and other requirements as specified per DELDOT.

Provide one-piece fabric widths for fence heights up to 12 feet.

2.4 TOP AND BOTTOM SELVAGES

For detailed specifications reference DELDOT.

Knuckle top and bottom selvages for 1-3/4-inch and 1-inch mesh fabric.

2.5 POSTS, TOP RAILS, BOTTOM RAILS AND BRACES

For detailed specifications reference DELDOT

2.5.1 Composite Posts

For detailed specifications reference DELDOT

2.6 LINE POSTS

Minimum acceptable line posts are as follows:

Over 6-feet high:

2.0 inch O.D. pipe weighing 3.65 pounds per linear foot.

2.7 END, CORNER, AND PULL POSTS

Provide minimally acceptable end, corner, and pull posts as follows:

Over 6 feet high:

Grade A: 2.875 inch O.D. pipe weighing 5.79 pounds per linear foot.

Grade B: 2.875 inch O.D. pipe weighing 4.64 pounds per linear foot.

2.8 SLEEVES

Provide sleeves for setting into concrete construction of the same material as post sections, sized 1 inch greater than the diameter or dimension of the post. Weld flat plates to each sleeve base to provide anchorage and prevent intrusion of concrete.

2.9 TOP RAIL

For detailed specifications reference DELDOT.

2.10 CENTER RAILS BETWEEN LINE POSTS

For fencing over 6 feet high, provide 1.660 inches O.D. pipe center rails.

2.11 BOTTOM RAIL

For detailed specifications reference DELDOT.

2.12 POST-BRACE ASSEMBLY

For detailed specifications reference DELDOT.

2.13 TENSION WIRE

For detailed specifications reference DELDOT.

2.14 STRETCHER BARS

Provide bars that have one-piece lengths equal to the full height of the fabric with a minimum cross section of 3/16 by 3/4 inch, in accordance with ASTM A116, ASTM A702 and ASTM F626.

2.15 POST TOPS

Provide tops that are steel, wrought iron, or malleable iron designed as a weathertight closure cap. Provide one cap for each post, unless equal protection is provided by a combination post-cap and barbed-wire supporting arm. Provide caps with an opening to permit through passage of the top rail.

2.16 STRETCHER BAR BANDS

Provide bar bands for securing stretcher bars to posts that are steel, wrought iron, or malleable iron spaced not over 15 inches on center. Bands may also be used in conjunction with special fittings for securing rails to posts. Provide bands with projecting edges chamfered or eased.

2.17 GATE POSTS

Provide a gate post for supporting each gate leaf as follows:

Up to 6 feet wide:

2.875 inch O.D. pipe Grade A weighing 5.79 pounds per linear foot.

Over 6 feet wide and up to 13 feet wide:

2.875 inch O.D. pipe Grade A weighing 5.79 pounds per linear foot.

Over 13 feet and up to 18 feet wide:

Provide 6.625 inch O.D. pipe weighing 18.97 pounds per linear foot.

Over 18 feet wide:

Provide 8.625 inch O.D. pipe weighing 24.70 pounds per linear foot.

2.18 GATES

For detailed specifications reference DELDOT.

2.19 GATE HARDWARE AND ACCESSORIES

For detailed specifications reference DELDOT:

Provide hinges to suit gate size, non-lift-off type, offset to permit 180-degree opening.

Provide latch that permits operation from either side of the gate, with a padlock eye provided as an integral part of the latch.

Provide stops and holders of malleable iron for vehicular gates. Provide stops that automatically engage the gate and hold it in the open position until manually released.

2.20 MISCELLANEOUS HARDWARE

Provide miscellaneous hot-dip galvanized hardware as required.

2.21 WIRE TIES

Provide 16 gage galvanized steel wire for tying fabric to line posts, spaced 12 inches on center. For tying fabric to rails and braces, space wire ties 24 inches on center. For tying fabric to tension wire, space 0.105 inch hog rings 24 inches on center.

Manufacturer's standard procedure will be accepted if of equal strength and durability.

FS RR-F-191/4. Provide wire ties constructed of the same material as the fencing fabric.

2.22 CONCRETE

Provide concrete conforming to ASTM C94/C94M, and obtaining a minimum 28-day compressive strength of 3,000 psi.

2.23 GROUT

Provide grout of proportions one part portland cement to three parts clean, well-graded sand and a minimum amount of water to produce a workable mix.

2.24 PADLOCKS

Provide padlocks conforming to ASTM F883, with chain.

PART 3 EXECUTION

All construction methods shall conform to the requirements of DELDOT, Sections 727.06, 727.07, 727.08, 727.09, 727.10, and 727.11.

Provide complete installation conforming to ASTM F567.

3.1 GENERAL

Ensure final grading and established elevations are complete prior to commencing fence installation.

3.2 EXCAVATION

Provide excavations for post footings which are drilled holes in virgin or compacted soil, of minimum sizes as indicated.

Space footings for line posts 10 feet on center maximum and at closer intervals when indicated, with bottoms of the holes approximately 3-inches

below the bottoms of the posts. Set bottom of each post not less than 36-inches below finished grade when in firm, undisturbed soil. Set posts deeper, as required, in soft and problem soils and for heavy, lateral loads.

Uniformly spread soil from excavations as directed.

When solid rock is encountered near the surface, drill into the rock at least 12 inches for line posts and at least 18 inches for end, pull, corner, and gate posts. Drill holes at least 1 inch greater in diameter than the largest dimension of the placed post.

If solid rock is below the soil overburden, drill to the full depth required except that penetration into rock need not exceed the minimum depths specified above.

3.3 SETTING POSTS

Remove loose and foreign materials from holes and the soil moistened prior to placing concrete.

Provide tops of footings that are trowel finished and sloped or domed to shed water away from posts. Set hold-open devices, sleeves, and other accessories in concrete.

Keep exposed concrete moist for at least 7 calendar days after placement or cured with a membrane curing material, as approved.

Grout all posts set into sleeved holes in concrete with an approved grouting material.

Maintain vertical alignment of posts set in concrete construction until concrete has set.

3.3.1 Earth and Bedrock

Provide concrete bases of dimensions indicated. Compact concrete to eliminate voids, and finish to a dome shape.

3.3.2 Bracing

For detailed specifications reference DELDOT.

3.4 CONCRETE STRENGTH

Provide concrete that has attained at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than 7 calendar days after placement, before rails, tension wire, or fabric are installed. Do not stretch fabric and wires or hang gates until the concrete has attained its full design strength.

Take samples and test concrete to determine strength as specified.

3.5 TOP RAILS

Provide top rails that run continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by the fencing manufacturer.

3.6 CENTER RAILS

Provide single piece center rails between posts set flush with posts on the fabric side, using special offset fittings where necessary.

3.7 BRACE ASSEMBLY

Provide bracing assemblies at end and gate posts and at both sides of corner and pull posts, with the horizontal brace located at midheight of the fabric.

Install brace assemblies so posts are plumb when the diagonal rod is under proper tension.

Provide two complete brace assemblies at corner and pull posts where required for stiffness and as indicated.

3.8 TENSION WIRE INSTALLATION

Install tension wire by weaving them through the fabric and tying them to each post with not less than 7-gage galvanized wire or by securing the wire to the fabric with 10-gage ties or clips spaced 24 inches on center.

3.9 FABRIC INSTALLATION

Provide fabric in single lengths between stretch bars with bottom barbs placed approximately 1-1/2-inches above the ground line. Pull fabric taut and tied to posts, rails, and tension wire with wire ties and bands.

Install fabric on the security side of fence, unless otherwise directed.

Ensure fabric remains under tension after the pulling force is released.

3.10 STRETCHER BAR INSTALLATION

Thread stretcher bars through or clamped to fabric 4 inches on center and secured to posts with metal bands spaced 15 inches on center.

3.11 GATE INSTALLATION

Install gates plumb, level, and secure, with full opening without interference. Install ground set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation and lubricated where necessary.

3.12 TIE WIRES

Provide tie wires that are U-shaped to the pipe diameters to which attached. Twist ends of tie wires not less than two full turns and bent so as not to present a hazard.

3.13 FASTENERS

Install nuts for tension bands and hardware on the side of the fence opposite the fabric side. Peen ends of bolts to prevent removal of nuts.

3.14 ZINC-COATING REPAIR

Clean and repair galvanized surfaces damaged by welding or abrasion, and

cut ends of fabric, or other cut sections with specified galvanizing repair material applied in strict conformance with the manufacturer's printed instructions.

3.15 TOLERANCES

Provide posts that are straight and plumb within a vertical tolerance of 1/4 inch after the fabric has been stretched. Provide fencing and gates that are true to line with no more than 1/2 inch deviation from the established centerline between line posts. Repair defects as directed.

3.16 SITE PREPARATION

3.16.1 Clearing and Grading

Clear fence line of trees, brush, and other obstacles to install fencing. Establish a graded, compacted fence line prior to fencing installation.

3.17 FENCE INSTALLATION

Install fence on prepared surfaces to line and grade indicated. For detailed specifications reference DELDOT.

3.17.1 Post Spacing

Provide line posts spaced equidistantly apart, not exceeding 10 feet on center. Provide gate posts spaced as necessary for size of gate openings. Do not exceed 500 feet on straight runs between braced posts. Provide corner or pull posts, with bracing in both directions, for changes in direction of 15 degrees or more, or for abrupt changes in grade. Provide drawings showing location of gate, corner, end, and pull posts.

3.17.2 Top and Bottom Tension Wire

Install top and bottom tension wires before installing chain-link fabric, and pull wires taut. Place top and bottom tension wires within 8 inches of respective fabric line.

3.18 ACCESSORIES INSTALLATION

3.18.1 Post Caps

For detailed specifications reference DELDOT .

3.18.2 Padlocks

Provide padlocks for gate openings and provide chains that are securely attached to gate or gate posts. Provide padlocks keyed alike, and provide two keys for each padlock.

3.19 SECURITY

Install new security fencing, remove existing security fencing, and perform related work to provide continuous security for facility. Schedule and fully coordinate work with DNREC Representative and cognizant Security Officer.

3.20 CLEANUP

Remove waste fencing materials and other debris from the work site.

-- End of Section --

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SECTION 32 92 19

SEEDING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C602 (2013) Agricultural Liming Materials

ASTM D4427 (2013) Peat Samples by Laboratory Testing

U.S. DEPARTMENT OF AGRICULTURE (USDA)

AMS Seed Act (1940; R 1988; R 1998) Federal Seed Act

1.2 DEFINITIONS

1.2.1 Stand of Turf

95 percent ground cover of the established species.

1.3 RELATED REQUIREMENTS

Section 31 00 00 EARTHWORK and Section 32 05 33 LANDSCAPE ESTABLISHMENT applies to this section for pesticide use and plant establishment requirements, with additions and modifications herein.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Wood cellulose fiber mulch

Fertilizer

Include physical characteristics, and recommendations.

SD-07 Certificates

State certification and approval for seed

SD-08 Manufacturer's Instructions

Erosion Control Materials

1.5 DELIVERY, STORAGE, AND HANDLING

1.5.1 Delivery

1.5.1.1 Seed Protection

Protect from drying out and from contamination during delivery, on-site storage, and handling.

1.5.1.2 Fertilizer, Gypsum, Sulfur, Iron, and Lime Delivery

Deliver to the site in original, unopened containers bearing manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. Instead of containers, fertilizer, gypsum, sulfur, iron, and lime may be furnished in bulk with certificate indicating the above information.

1.5.2 Storage

1.5.2.1 Seed, Fertilizer, Gypsum, Sulfur, Iron, and Lime Storage

Store in cool, dry locations away from contaminants.

1.5.2.2 Topsoil

Prior to stockpiling topsoil, treat growing vegetation with application of appropriate specified non-selective herbicide. Clear and grub existing vegetation three to four weeks prior to stockpiling topsoil.

1.5.2.3 Handling

Do not drop or dump materials from vehicles.

1.6 TIME RESTRICTIONS AND PLANTING CONDITIONS

1.6.1 Restrictions

Do not plant when the ground is frozen, snow covered, muddy, or when air temperature exceeds 90 degrees F. See Section 2.1.2 for additional details.

1.7 TIME LIMITATIONS

1.7.1 Seed

Apply seed within twenty four hours after seed bed preparation.

PART 2 PRODUCTS

2.1 SEED

2.1.1 Classification

Provide State-approved seed of the latest season's crop delivered in original sealed packages, bearing producer's guaranteed analysis for percentages of mixtures, purity, germination, weedseed content, and inert material. Label in conformance with AMS Seed Act and applicable state seed laws. Wet, moldy, or otherwise damaged seed will be rejected. Field mixes will be acceptable when field mix is performed on site in the

presence of the DNREC Representative Contracting Officer.

2.1.2 Acceptable Seed

a. Seed Species: (References the approved DNREC specifications and Erosion and Sediment Control Plan)

1. Temporary Stabilization Seed: Pearl Millet (DNREC Mix #8)
2. Permanent Stabilization Seed: Tall Fescue, Perennial Ryegrass, and Sheep Fescue (DNREC Mix #12)

a) Plus Flatpea

b. Grass-Seed Mix: Proprietary seed mix as follows:

1. Temporary Stabilization Seed Mix, Pearl Millet

- a) Seeding Rate: 20 PLS or 0.5 lb/1000 square feet
- b) Optimum Seeding Dates (in the Coastal Plain Region)
 - 1) 5/1 - 8/14; optimum

c) Planting Depth: 0.5 inches (1-2 inches in sandy soils)

2. Tall Fescue, Perennial Ryegrass, and Sheep Fescue (Mix #12)

a) Seeding Rate: Tall Fescue - 100 lb/ac or 2.3 lb/1000 square feet
Perennial Ryegrass - 25 lb/ac or 0.57 lb/1000 square feet
Sheep Fescue - 25 lb/ac or 0.57 lb/1000 square feet

1) 2/1-4/30, 8/15-10/31

b) Optimum seeding dates (in the Coastal Plan Region)

5/1-8/14

1) 2/1 to 4/30 and 8/15 to 10/31; optimum

2) 5/1 to 8/14; acceptable

3. Products: Subject to compliance with requirements, available products that may be incorporated into the work include, but are not limited to, the following:

a. Approved equivalent

2.2 TOPSOIL

2.2.1 Off-Site Topsoil

Conform to requirements specified in paragraph entitled "Composition." Additional topsoil shall be furnished by the Contractor.

2.2.2 Composition

Topsoil shall be friable loam topsoil of uniform quality and free from heavy clay, frozen clods, lumps, plants, roots, sticks, and foreign

materials harmful to plant growth, such as fragments of hot-mix, concrete pavement, and surface treatment.

Topsoil shall be reasonably free of noxious perennial weeds or wood vegetation and completely void of Johnsongrass (*Sorghum halapense*) and Canada Thistle (*Cirsium arvense*), as determined through prior inspection by an authorized representative of the Department.

Topsoil shall have an acidity range of pH 5.8 to pH 6.7, and a target pH of 6.25 prior to the time of seeding. The Contractor is responsible for all testing necessary to determine the amount of lime, sulfur, or fertilizer needed to create the proper conditions necessary to produce acceptable permanent vegetation, as specified elsewhere in the contract documents.

Topsoil shall not be delivered until the source of supply has been approved by the Engineer.

2.3 SOIL CONDITIONERS

Add conditioners to topsoil as required to bring into compliance with "composition" standard for topsoil as specified herein.

2.3.1 Lime

Commercial grade hydrate or burnt limestone containing a calcium carbonate equivalent (C.C.E.) as specified in ASTM C602.

2.3.2 Aluminum Sulfate

Commercial grade.

2.3.3 Sulfur

100 percent elemental

2.3.4 Iron

100 percent elemental

2.3.5 Peat

Natural product of peat moss derived from a freshwater site and conforming to ASTM D4427. Shred and granulate peat to pass a 1/2 inch mesh screen and condition in storage pile for minimum 6 months after excavation.

2.3.6 Sand

Clean and free of materials harmful to plants.

2.3.7 Perlite

Horticultural grade.

2.3.8 Composted Derivatives

Ground bark, nitrolized sawdust, humus or other green wood waste material free of stones, sticks, and soil stabilized with nitrogen and having the following properties:

2.3.8.1 Particle Size

Minimum percent by weight passing:

No. 4 mesh screen	95
No. 8 mesh screen	80

2.3.8.2 Nitrogen Content

Minimum percent based on dry weight:

Fir Sawdust	0.7
Fir or Pine Bark	1.0

2.3.9 Gypsum

Coarsely ground gypsum comprised of calcium sulfate dihydrate 61 percent, calcium 22 percent, sulfur 17 percent; minimum 96 percent passing through 20 mesh screen, 100 percent passing thru 16 mesh screen.

2.3.10 Calcined Clay

Calcined clay shall be granular particles produced from montmorillonite clay calcined to a minimum temperature of 1200 degrees F. Gradation: A minimum 90 percent shall pass a No. 8 sieve; a minimum 99 percent shall be retained on a No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve. Bulk density: A maximum 40 pounds per cubic foot.

2.4 FERTILIZER

2.4.1 Granular Fertilizer

Use of granular fertilizer shall follow the recommendations of the topsoil testing results.

2.4.2 Hydroseeding Fertilizer

Use of hydroseeding fertilizer shall follow the recommendations of the topsoil testing results.

2.5 MULCH

Mulch shall be free from noxious weeds, mold, and other deleterious materials.

2.5.1 Straw

Stalks from oats, wheat, rye, barley, or rice. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

2.5.2 Hay

Air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

2.5.3 Wood Cellulose Fiber Mulch

Use recovered materials of either paper-based (100 percent) or wood-based

2.5.3 Wood Cellulose Fiber Mulch

Use recovered materials of either paper-based (100 percent) or wood-based (100 percent) hydraulic mulch. Processed to contain no growth or germination-inhibiting factors and dyed an appropriate color to facilitate visual metering of materials application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 5.5 to 8.2. Use with hydraulic application of grass seed and fertilizer.

2.6 WATER

Source of water shall be approved by DNREC Representative and of suitable quality for irrigation, containing no elements toxic to plant life.

2.7 EROSION CONTROL MATERIALS

Erosion control material shall conform to the following DNREC Erosion and Sediment Control standards:

Stabilized construction entrance (SCE) and compost logs, geotextile separation fabric, and erosion stabilization matting.

2.7.1 Erosion Control Blanket

100 percent agricultural straw with a degradable nettings, designed to degrade within 12 months.

2.7.2 Erosion Control Material Anchors

Erosion control anchors shall be as recommended by the manufacturer.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 EXTENT OF WORK

Provide soil preparation (including soil conditioners as required), fertilizing, seeding, and surface topdressing of all newly graded finished earth surfaces, unless indicated otherwise, and at all areas inside or outside the limits of construction that are disturbed by the Contractor's operations.

3.1.1.1 Topsoil

Provide 4 inches of off-site topsoil to meet indicated finish grade. After areas have been brought to indicated finish grade, incorporate fertilizer, pH adjusters, and soil conditioners into soil a minimum depth of 4 inches by disking, harrowing, tilling or other method approved by the DNREC Representative. Remove debris and stones larger than 3/4 inch in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.

3.1.1.2 Soil Conditioner Application Rates

Apply soil conditioners at rates as determined by laboratory soil analysis of the soils at the job site.

3.2 SEEDING

3.2.1 Seed Application Seasons and Conditions

Immediately before seeding, restore soil to proper grade. Do not seed when ground is muddy frozen, snow covered or in an unsatisfactory condition for seeding. If special conditions exist that may warrant a variance in the above seeding dates or conditions, submit a written request to the DNREC Representative stating the special conditions and proposed variance. Apply seed within twenty four hours after seedbed preparation. Sow seed by approved sowing equipment. Sow one-half the seed in one direction, and sow remainder at right angles to the first sowing.

3.2.2 Seed Application Method

Seeding method shall be broadcasted and drop seeding, drill seeding, and hydroseeding.

For detailed specifications, reference DNREC approved Erosion and Sediment control plans and specifications.

3.2.3 Erosion Control Material

Install in accordance with manufacturer's instructions, where indicated or as directed by the DNREC Representative.

3.2.4 Watering

Start watering areas seeded as required by temperature and wind conditions. Apply water at a rate sufficient to insure thorough wetting of soil to a depth of 2 inches without run off. During the germination process, seed is to be kept actively growing and not allowed to dry out.

3.3 PROTECTION OF TURF AREAS

Immediately after turfing, protect area against traffic and other use.

3.4 RENOVATION OF EXISTING TURF AREA

3.4.1 Overseeding

Apply seed in accordance with applicable portions of paragraph entitled "Seed Application Method" at rates in accordance with paragraph entitled "Seed Composition."

3.5 RESTORATION

Restore to original condition existing turf areas which have been damaged during turf installation operations at the Contractor's expense. Keep clean at all times at least one paved pedestrian access route and one paved vehicular access route to each building. Clean other paving when work in adjacent areas is complete.

-- End of Section --

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SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 270 (2012) Standard Specification for
Structural Steel for Bridges

ASTM INTERNATIONAL (ASTM)

ASTM A36 (2008) Standard Specification for Carbon
Structural Steel

ASTM A123/A123M (2013) Standard Specification for Zinc
(Hot-Dip Galvanized) Coatings on Iron and
Steel Products

ASTM C1103 (2003; R 2009) Standard Practice for Joint
Acceptance Testing of Installed Precast
Concrete Pipe Sewer Lines

ASTM C139 (2011) Standard Specification for Concrete
Masonry Units for Construction of Catch
Basins and Manholes

ASTM C270 (2012a) Standard Specification for Mortar
for Unit Masonry

ASTM C32 (2013) Standard Specification for Sewer
and Manhole Brick (Made from Clay or Shale)

ASTM C425 (2004; R 2009) Standard Specification for
Compression Joints for Vitrified Clay Pipe
and Fittings

ASTM C443 (2011) Standard Specification for Joints
for Concrete Pipe and Manholes, Using
Rubber Gaskets

ASTM C55 (2011) Concrete Brick

ASTM C62 (2013) Building Brick (Solid Masonry Units
Made from Clay or Shale)

ASTM C76 (2013a) Standard Specification for
Reinforced Concrete Culvert, Storm Drain,

and Sewer Pipe

- ASTM C828 (2011) Low-Pressure Air Test of Vitrified Clay Pipe Lines
- ASTM C877 (2008) External Sealing Bands for Concrete Pipe, Manholes, and Precast Box Sections
- ASTM C923 (2008; R 2013) Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
- ASTM C924 (2002; R 2009) Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method
- ASTM C990 (2009) Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections Using Preformed Flexible Joint Sealants
- ASTM D1056 (2007) Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber
- ASTM D1171 (1999; R 2007) Rubber Deterioration - Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens)
- ASTM D1557 (2012) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2700 kN-m/m³)
- ASTM D2167 (2008) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
- ASTM D3212 (2007; R 2013) Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
- ASTM D6938 (2010) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- ASTM F1417 (2011a) Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low Pressure Air

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT)

- DELDOT (2001) Specifications for Road and Bridge Construction

1.2 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Placing Pipe

Submit printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

SD-04 Samples

Pipe for Culverts and Storm Drains

SD-07 Certificates

Pipeline Testing
Hydrostatic Test on Watertight Joints
Determination of Density
Frame and Cover for Gratings

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material. Keep a copy of the manufacturer's instructions available at the construction site at all times and follow these instructions unless directed otherwise by the DNREC Representative. Solvents, solvent compounds, lubricants, elastomeric gaskets, and any similar materials required to install plastic pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life. Solvents in use shall be discarded when the recommended pot life is exceeded.

1.3.2 Handling

Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 PIPE FOR CULVERTS AND STORM DRAINS

Pipe for culverts and storm drains shall be of the sizes indicated and shall conform to the requirements specified.

2.1.1 Concrete Pipe

Manufactured in accordance with and conforming to ASTM C76, Class II.

2.2 DRAINAGE STRUCTURES

2.2.1 Precast Reinforced Concrete Box

Manufactured in accordance with and conforming to DELDOT, Section 708.

2.3 MISCELLANEOUS MATERIALS

2.3.1 Concrete

Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for Class A concrete under DELDOT, Section 812.

2.3.2 Mortar

Mortar for pipe joints, connections to other drainage structures, and brick or block construction shall conform to ASTM C270, Type M, except that the maximum placement time shall be 1 hour. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar. Water shall be clean and free of harmful acids, alkalis, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.

2.3.3 Precast Concrete Segmental Blocks

Precast concrete segmental block shall conform to ASTM C139, not more than 8 inches thick, not less than 8 inches long, and of such shape that joints can be sealed effectively and bonded with cement mortar.

2.3.4 Brick

Brick shall conform to ASTM C62, Grade SW; ASTM C55, Grade S-I or S-II; or ASTM C32, Grade MS. Mortar for jointing and plastering shall consist of one part portland cement and two parts fine sand. Lime may be added to the mortar in a quantity not more than 25 percent of the volume of cement. The joints shall be filled completely and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 1/2 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.

2.3.5 Frame and Cover for Gratings

Furnish and install drainage inlet grate(s) at the location(s) shown on the Plans and/or as directed by the Engineer.

Material: Provide materials as specified in drainage inlet grates, AASHTO M 270, Grade 36, or ASTM A36, capable of HS-25 load rating. Standard construction details are noted in the Plans.

2.3.6 Joints

2.3.6.1 Flexible Watertight Joints

- a. **Materials:** Flexible watertight joints shall be made with plastic or rubber-type gaskets for concrete pipe and with factory-fabricated resilient materials for clay pipe. The design of joints and the physical requirements for preformed flexible joint sealants shall conform to ASTM C990, and rubber-type gaskets shall conform to ASTM C443. Factory-fabricated resilient joint materials shall conform to ASTM C425. Gaskets shall have not more than one factory-fabricated splice, except that two factory-fabricated splices of the rubber-type gasket are permitted if the nominal diameter of the pipe being gasketed exceeds 54 inches.
- b. **Test Requirements:** Watertight joints shall be tested and shall meet test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS. Rubber gaskets shall comply with the oil resistant gasket requirements of ASTM C443. Certified copies of test results shall be delivered to the DNREC Representative before gaskets or jointing materials are installed. Alternate types of watertight joint may be furnished, if specifically approved.

2.3.6.2 External Sealing Bands

Requirements for external sealing bands shall conform to ASTM C877.

2.3.6.3 Flexible Watertight, Gasketed Joints

- a. **Gaskets:** When infiltration or exfiltration is a concern for pipe lines, the couplings may be required to have gaskets. The closed-cell expanded rubber gaskets shall be a continuous band approximately 7 inches wide and approximately 3/8 inch thick, meeting the requirements of ASTM D1056, Type 2 A1 and B3, and shall have a quality retention rating of not less than 70 percent when tested for weather resistance by ozone chamber exposure, Method B of ASTM D1171. Rubber O-ring gaskets shall be 13/16 inch in diameter for pipe diameters of 36 inches or smaller and 7/8 inch in diameter for larger pipe having 1/2 inch deep end corrugation. Rubber O-ring gaskets shall be 1-3/8 inches in diameter for pipe having 1 inch deep end corrugations. O-rings shall meet the requirements of ASTM C990 or ASTM C443. Preformed flexible joint sealants shall conform to ASTM C990, Type B.
- b. **Connecting Bands:** Connecting bands shall be of the type, size and sheet thickness of band, and the size of angles, bolts, rods and lugs as indicated or where not indicated as specified in the applicable standards or specifications for the pipe. Exterior rivet heads in the longitudinal seam under the connecting band shall be countersunk or the rivets shall be omitted and the seam welded. Watertight joints shall be tested and shall meet the test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS.

2.4 STEEL LADDER

Steel ladder shall be provided where the depth of the storm drainage structure exceeds 12 feet. These ladders shall be not less than 16 inches in width, with 3/4 inch diameter rungs spaced 12 inches apart. The two stringers shall be a minimum 3/8 inch thick and 2-1/2 inches wide. Ladders and inserts shall be galvanized after fabrication in conformance

with ASTM A123/A123M.

2.5 RESILIENT CONNECTORS

Flexible, watertight connectors used for connecting pipe to manholes and inlets shall conform to ASTM C923.

2.6 HYDROSTATIC TEST ON WATERTIGHT JOINTS

2.6.1 Concrete Pipe

A hydrostatic test shall be made on the watertight joint types as proposed. Only one sample joint of each type needs testing; however, if the sample joint fails because of faulty design or workmanship, an additional sample joint may be tested. During the test period, gaskets or other jointing material shall be protected from extreme temperatures which might adversely affect the performance of such materials. Performance requirements for joints in reinforced and nonreinforced concrete pipe shall conform to ASTM C990 or ASTM C443. Test requirements for joints in clay pipe shall conform to ASTM C425. Test requirements for joints in PVC, PE, and PP plastic pipe shall conform to ASTM D3212.

PART 3 EXECUTION

3.1 EXCAVATION FOR PIPE CULVERTS, STORM DRAINS, AND DRAINAGE STRUCTURES

Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable portions of Section 31 00 00 EARTHWORK and the requirements specified below.

3.1.1 Trenching

The width of trenches at any point below the top of the pipe shall be not greater than the outside diameter of the pipe plus 36 inches to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheet piling and bracing, where required, shall be placed within the trench width as specified, without any overexcavation. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the Government.

3.1.2 Removal of Rock

Rock in either ledge or boulder formation shall be replaced with suitable materials to provide a compacted earth cushion having a thickness between unremoved rock and the pipe of at least 8 inches or 1/2 inch for each foot of fill over the top of the pipe, whichever is greater, but not more than three-fourths the nominal diameter of the pipe. Where bell-and-spigot pipe is used, the cushion shall be maintained under the bell as well as under the straight portion of the pipe. Rock excavation shall be as specified and defined in Section 31 00 00 EARTHWORK.

3.1.3 Removal of Unstable Material

Where wet or otherwise unstable soil incapable of properly supporting the pipe, as determined by the DNREC Representative, is unexpectedly encountered in the bottom of a trench, such material shall be removed to

the depth required and replaced to the proper grade with select granular material, compacted as provided in paragraph BACKFILLING. When removal of unstable material is due to the fault or neglect of the Contractor while performing shoring and sheeting, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the Government.

3.2 BEDDING

Unless noted otherwise, all pipes shall receive a Delaware Department of Transportation, Class C bedding as shown on the Standard Construction Details.

3.2.1 Concrete Pipe Requirements

When no bedding class is specified or detailed on the drawings, concrete pipe shall be bedded in granular material minimum 4 inch in depth in trenches with soil foundation. Depth of granular bedding in trenches with rock foundation shall be 1/2 inch in depth per foot of depth of fill, minimum depth of bedding shall be 8 inch up to maximum depth of 24 inches. The middle third of the granular bedding shall be loosely placed. Bell holes and depressions for joints shall be removed and formed so entire barrel of pipe is uniformly supported. The bell hole and depressions for the joints shall be not more than the length, depth, and width required for properly making the particular type of joint.

3.3 PLACING PIPE

Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary to maintain adequate pipe stiffness and meet installation deflection requirements. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Lifting lugs in vertically elongated metal pipe shall be placed in the same vertical plane as the major axis of the pipe. Pipe shall not be laid in water, and pipe shall not be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.

Note: Post installation requirements of Paragraph DEFLECTION TESTING in PART 3 of this section for all pipe products, including deflection testing requirements for flexible pipe.

3.3.1 Concrete Pipe

Laying shall proceed upgrade with spigot ends of bell-and-spigot pipe and tongue ends of tongue-and-groove pipe pointing in the direction of the flow.

3.4 JOINTING

3.4.1 Concrete Pipe

3.4.1.1 Flexible Watertight Joints

Gaskets and jointing materials shall be as recommended by the particular manufacturer in regard to use of lubricants, cements, adhesives, and other

special installation requirements. Surfaces to receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe; any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pushed home. If, while the joint is being made the gasket becomes visibly dislocated the pipe shall be removed and the joint remade.

3.5 DRAINAGE STRUCTURES

3.5.1 Manholes and Inlets

Construction shall be of reinforced concrete, plain concrete, brick, precast reinforced concrete, precast concrete segmental blocks, prefabricated corrugated metal, or bituminous coated corrugated metal; complete with frames and covers or gratings; and with fixed galvanized steel ladders where indicated. Pipe studs and junction chambers of prefabricated corrugated metal manholes shall be fully bituminous-coated and paved when the connecting branch lines are so treated. Pipe connections to concrete manholes and inlets shall be made with flexible, watertight connectors.

3.6 STEEL LADDER INSTALLATION

Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 6 feet vertically, and shall be installed to provide at least 6 inches of space between the wall and the rungs. The wall along the line of the ladder shall be vertical for its entire length.

3.7 BACKFILLING

3.7.1 Backfilling Pipe in Trenches

After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. The fill shall be thoroughly compacted under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation equal to the midpoint (spring line) of RCP or has reached an elevation of at least 12 inches above the top of the pipe for flexible pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding 8 inches. Tests for density shall be made as necessary to ensure conformance to the compaction requirements specified below. Where it is necessary, in the opinion of the DNREC Representative, that sheeting or portions of bracing used be left in place, the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.7.2 Backfilling Pipe in Fill Sections

For pipe placed in fill sections, backfill material and the placement and compaction procedures shall be as specified below. The fill material

shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth, and shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming. Prior to commencing normal filling operations, the crown width of the fill at a height of 12 inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe or 12 feet, whichever is less. After the backfill has reached at least 12 inches above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding 8 inches. Use select granular material for this entire region of backfill for flexible pipe installations.

3.7.3 Movement of Construction Machinery

When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced.

3.7.4 Compaction

3.7.4.1 General Requirements

Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands. Cohesive materials include clayey and silty gravels, gravel-silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands. When results of compaction tests for moisture-density relations are recorded on graphs, cohesionless soils will show straight lines or reverse-shaped moisture-density curves, and cohesive soils will show normal moisture-density curves.

3.7.4.2 Minimum Density

Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.

- a. Under airfield and heliport pavements, paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.
- b. Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.
- c. Under nontraffic areas, density shall be not less than that of the surrounding material.

3.7.5 Determination of Density

Testing is the responsibility of the Contractor and performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. Tests shall be performed in sufficient number to ensure that

specified density is being obtained. Laboratory tests for moisture-density relations shall be made in accordance with ASTM D1557 except that mechanical tampers may be used provided the results are correlated with those obtained with the specified hand tamper. Field density tests shall be determined in accordance with ASTM D2167 or ASTM D6938. When ASTM D6938 is used, the calibration curves shall be checked and adjusted, if necessary, using the sand cone method as described in paragraph Calibration of the referenced publications. ASTM D6938 results in a wet unit weight of soil and ASTM D6938 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D6938. Test results shall be furnished the DNREC Representative. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed.

3.8 PIPELINE TESTING

3.8.1 Leakage Tests

Lines shall be tested for leakage by low pressure air or water testing or exfiltration tests, as appropriate. Low pressure air testing for vitrified clay pipes shall conform to ASTM C828. Low pressure air testing for concrete pipes shall conform to ASTM C924. Low pressure air testing for plastic pipe shall conform to ASTM F1417. Low pressure air testing procedures for other pipe materials shall use the pressures and testing times prescribed in ASTM C828 or ASTM C924, after consultation with the pipe manufacturer. Testing of individual joints for leakage by low pressure air or water shall conform to ASTM C1103. Prior to exfiltration tests, the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection. Visible leaks encountered shall be corrected regardless of leakage test results. When the water table is 2 feet or more above the top of the pipe at the upper end of the pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the DNREC Representative. An exfiltration test shall be made by filling the line to be tested with water so that a head of at least 2 feet is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be reestablished. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by the exfiltration test shall not exceed 0.2 gallons per inch in diameter per 100 feet of pipeline per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

3.8.2 Deflection Testing

No sooner than 30 days after completion of installation and final backfill, an initial post installation inspection shall be accomplished. Clean or flush all lines prior to inspection. Perform a deflection test on entire length of installed flexible pipeline on completion of work adjacent to and over the pipeline, including leakage tests, backfilling, placement of fill, grading, paving, concreting, and any other superimposed loads. Deflection of pipe in the installed pipeline under external loads shall not exceed limits in paragraph PLACING PIPE above as percent of the

average inside diameter of pipe. Determine whether the allowable deflection has been exceeded by use of a laser profiler or mandrel.

- a. Laser Profiler Inspection: If deflection readings in excess of the allowable deflection of average inside diameter of pipe are obtained, remove pipe which has excessive deflection, and replace with new pipe. Initial post installation inspections of the pipe interior with laser profiling equipment shall utilize low barrel distortion video equipment for pipe sizes 48 inches or less. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll static or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. For initial post installation inspections for pipe sizes larger than 48 inches, visual inspection shall be completed of the pipe interior.
- b. Pull-Through Device Inspection: Pass the pull-through device through each run of pipe by pulling it by hand. If deflection readings in excess of the allowable deflection of average inside diameter of pipe are obtained, retest pipe by a run from the opposite direction. If retest continues to show excess allowable deflections of the average inside diameter of pipe, remove pipe which has excessive deflection, replace with new pipe, and completely retest in same manner and under same conditions. Pull-through device: The mandrel shall be rigid, nonadjustable having a minimum of 9 fins, including pulling rings at each end, engraved with the nominal pipe size and mandrel outside diameter. The mandrel shall be 5 percent less than the certified-actual pipe diameter for Plastic Pipe, 5 percent less than the certified-actual pipe diameter for Corrugated Steel and Aluminum Alloy, 3 percent less than the certified-actual pipe diameter for Concrete-Lined Corrugated Steel and Ductile Iron Culvert provided by manufacturer. When mandrels are utilized to verify deflection of flexible pipe products, the Government will verify the mandrel OD through the use of proving rings that are manufactured with an opening that is certified to be as shown above.
- c. Deflection measuring device: Shall be approved by the DNREC Representative prior to use.
- d. Warranty period test: Pipe found to have a deflection of greater than allowable deflection in paragraph PLACING PIPE above, just prior to end of one-year warranty period shall be replaced with new pipe and tested as specified for leakage and deflection. Inspect 100 percent of all pipe systems under the travel lanes, including curb and gutter. Random inspections of the remaining pipe system outside of the travel lanes shall represent at least 10 percent of the total pipe footage of each pipe size. Inspections shall be made, depending on the pipe size, with video camera or visual observations. In addition, for flexible pipe installations, perform deflection testing on 100 percent of all pipes under the travel lanes, including curb and gutter, with either a laser profiler or 9-fin mandrel. For flexible pipe, random deflection inspections of the pipe system outside of the travel lanes shall represent at least 10 percent of the total pipe footage of each pipe size. When mandrels are utilized to verify

deflection of flexible pipe products during the final post installation inspection, the Government will verify the mandrel OD through the use of proving rings.

3.8.3 Post-Installation Inspection

One hundred percent of all reinforced concrete pipe installations shall be checked for joint separations, soil migration through the joint, cracks greater than 0.01 inches, settlement and alignment. One hundred percent of all flexible pipes (HDPE, PVC, CMP, PP) shall be checked for rips, tears, joint separations, soil migration through the joint, cracks, localized bucking, bulges, settlement and alignment.

- a. Replace pipes having cracks greater than 0.1 inches in width or deflection greater than 5 percent deflection. An engineer shall evaluate all pipes with cracks greater than 0.01 inches but less than 0.10 inches to determine if any remediation or repair is required. RCP with crack width less than 0.10 inches and located in a non-corrosive environment (pH 5.5) are generally acceptable. Repair or replace any pipe with crack exhibiting displacement across the crack, exhibiting bulges, creases, tears, spalls, or delamination.
- b. Reports: The deflection results and final post installation inspection report shall include: a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design, grade, deviation from line, deflection and deformation of flexible pipe systems, inspector notes, condition of joints, condition of pipe wall (e.g. distress, cracking, wall damage dents, bulges, creases, tears, holes, etc.).

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