PART 1 - GENERAL

1.01 - GENERAL CONDITIONS

A. AIA Document A201-1987, 14th edition of "General Conditions of the Contract for Construction" published by the American Institute of Architects, shall be part of these specifications, and will be held binding on all Contractors and subcontractors. It is included in these Specifications as Section 00500.

1.02 - PROVISIONS RETAINED

A. Where any Article of AIA Document A201 is amended, modified or superseded hereby, provisions of such Articles not so specifically amended, modified or superseded shall remain in effect. All supplemental provisions shall be considered as added thereto.

PART 2 - MODIFICATIONS TO GENERAL CONDITIONS

2.01 - ARTICLE 1 CONTRACT DOCUMENTS

A. Paragraph 1.2 Execution, Correlation and Intent

1. Subparagraph 1.2.3.: Add the following clauses:

1.2.3.1 In the case of an inconsistency between Drawings and 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.

1.2.3.2 As far as arrangement of equipment and material to conform to construction is concerned, Architectural and Structural Drawings and details shall govern rather than Mechanical and Electrical Drawings, but not to the extent of permitting any omission of items shown on Mechanical and Electrical Drawings because of any inconsistency with other Drawings.

2. Subparagraph 1.2.5: Add the following clause:

1.2.5.1 Terminology

- The word "FURNISH" shall be interpreted to mean furnish only.
- The word "INSTALL" shall be interpreted to mean install only.
- The word "PROVIDE" shall be interpreted to mean furnish and install.
- The word "CONCEALED" shall be understood as referring to Work contained within building floors, walls or partitions; Work installed in the space between any type of suspended ceiling and the structural floor or roof above; Work installed within a structural shaft, chase or column; and other Work installed so as to be hidden from view.
- The term "USER" shall designate University of Delaware.
- The word "EXPOSED" shall be understood as referring to Work installed external to building floors, walls or partitions; Work installed in a room or space where any type of suspended ceiling is not specified; Work installed in penthouses, mechanical rooms and electrical rooms of all types; and all other Work installed so as to be exposed to view.
The term "OWNER" or "PROJECT OWNER" shall designate University of Delaware.

The term U. of D. "PROJECT COORDINATOR" shall designate representative of University of Delaware. The U. of D. Project Coordinator for this project can be reached at 302-831-1744.

The term "PROJECT COORDINATOR" shall designate Facilities Planning & Construction Department and/or its duly authorized representatives.

The term "CONTRACTOR" or "GENERAL CONTRACTOR" shall mean the person, or entity designated as such in the agreement.

3. Add the following Subparagraphs:

1.2.6 "General Conditions", "Supplementary Conditions" and "Special Conditions" as listed in the Table of Contents of the Project Manual apply to each Contractor and/or Subcontractor.

1.2.7 Wherever singular numbers and/or words are used in the Specifications and the Work requires more than one of the items described, the plural and/or the word "each" shall be understood and inferred and as many units as are necessary for a complete installation shall be provided.

1.2.8 The phrase "work by others" in the various divisions shall not be construed to mean that the Contractor is not responsible for the work as specified elsewhere.

2.02 ARTICLE 2 - OWNER

A. Paragraph 2.2 Information and Services Required of the Owner
   1. Subparagraph 2.2.5: Delete in its entirety and insert the following:

     2.2.5 The Contractor will be provided with two sets of the Contract Drawings and the Contract Specifications without charge. If the Contractor requires additional sets for execution of the work they may be purchased at cost from the Reproduction Center, Inc. (302) 328-5019.

2.03 ARTICLE 3 - CONTRACTOR

A. Paragraph 3.2 Review of Contract and Field Conditions by Contractor
   1. Subparagraph 3.2.2: Add the following clause:

     3.2.2.1 Survey drawings describing the site, its physical characteristics, buildings, legal limits and utility locations are included with the Contract Documents for information purposes only. The Contractor shall be responsible for obtaining verification of all information included on the survey drawings. Should any discrepancy be discovered, the Contractor shall notify the Architect promptly. The Contractor shall not proceed with the work until instructions have been received from the Architect.

   2. Subparagraph 3.2.3 Delete in its entirety and insert the following:

     3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals reviewed pursuant to Paragraph 3.12. The Contractor shall make no changes therefrom without written acceptance by the Architect. Where detailed information is lacking, the Contractor shall refer to the Architect for information before proceeding with the Work.
B. Paragraph 3.3 Supervision and Construction Procedures
   1. Add the following Subparagraphs:

   3.3.5 The Contractor shall be responsible for laying out the Work and shall be responsible for all lines, elevations, and measurements of the Work. The Contractor must exercise proper precautions to verify all figures shown on the Drawings before laying out the Work and will be responsible for any errors or omissions resulting from failure to exercise such precautions.

   3.3.6 The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels.

   3.3.7 Should the Contractor discover any discrepancies between the actual measurements and those indicated, which prevent following good practice or the intent of the Contract Documents, the Contractor shall notify the Architect promptly and shall not proceed with the work until instructions have been received from the Architect.

C. Paragraph 3.4 Labor and Materials
   1. Subparagraph 3.4.1: Add the following clause:

   3.4.1.1 The Contractor and each Subcontractor shall furnish at their expense, all scaffolding, trestles, ladders and platforms, and all other equipment that is required by code and is required for the execution of the Work under the Contract. Where it is necessary for the Contractor or any Subcontractor to move scaffolding and/or staging to permit installation of other work, it shall be moved at no cost to the Owner.

   2. Subparagraph 3.4.2: Add the following clause:

   3.4.2.1 The Owner requires that there be no excessive noises and/or distractions throughout the Contractor's work area and prohibits the use of radios, record or tape players, etc.

   3.4.2.2 The Owner requires that there shall be no verbal or physical harassment of any person.

   3.4.2.3 The Owner officially defines sexual harassment as "any unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature that has the effect or purpose of unreasonably interfering with an individual's work or academic environment, or of affecting an individual's employment or academic status." Sexual harassment is a clear violation of the Owner's policy and it is also illegal and is considered a form of discrimination, covered under Title VII of the Civil Rights Act of 1964.

   The Owner advises that sexual harassment may take many forms, but it always includes, but is not limited to, unwanted sexual attention such as: staring, leering and ogling; sexual teasing, jokes or gestures, repeatedly asking for dates after being refused, lewd remarks, whistles (when used in this context), references to someone's anatomy, inappropriate touching, attempts to kiss or fondle and coerced sexual activity.

   Any reported verbal or physical harassment, including sexual harassment, incident will be investigated by the Owner. The offending party, if identified, shall be dismissed from the Owner's property and not allowed to return. Repeated incidents by employees of a
particular firm may be grounds for contract termination. The victim of the harassment shall retain the legal right to prosecute.

D. Paragraph 3.5 Warranty
1. Add the following Subparagraphs:

3.5.2 Whether or not indicated, the workmanship shall be the best, all lines plumb, straight, true and level. All finishes of consistent pattern, texture and color. All finish work clean and dust free. All fastening and connections done in such a manner as to insure the maintenance of the finished work. All surfaces free of waves, buckles and sags. All materials of one type, class and quality.

3.5.3 Where applicable, electrical certificate, elevator inspection certificate, roof warranty, carpet warranty, certificate of fire retardant of draperies, and such other certificates and warranties as may be required must be supplied before final payment. Direct these to: University of Delaware, Facilities Planning & Construction Department, Accounting Section, 222 S. Chapel St., General Service Bldg., Newark, Delaware 19716.

3.5.4 Warranties required under Divisions 15 and 16 shall be furnished by the respective Subcontractors for those Divisions. Warrant that all operating systems' installations, when operated in accordance with instructions of manufacturer or Contractor(s), will develop capacities and characteristics indicated/specified and will fulfill every requirement, and should such installations, in any way, fail to do so, Contractor(s) shall without delay and without additional cost to the Owner, provide whatever additional equipment, material, and all labor necessary to correct the fault and to comply with these requirements and meet with the approval of the Architect.

3.5.5 Nothing contained in Paragraph 3.5.4 shall be construed to establish a period of limitation with respect to any other obligation which Contractor(s) might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time a may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of Contractor(s) to correct the work, and has no relationship to the time within which Contractor(s)'s 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.

3.5.6 All warranties shall become effective from date of signature by the Architect of the Certificate of Substantial Completion, AIA Form G704, prepared by the Contractor for the project, portion thereof, or item of work as so described in the certificate.

E. Paragraph 3.6 Taxes
1. Subparagraph 3.6.1: Add the following clauses:

3.6.1.1 Taxes paid by the Contractor shall also include Unemployment, Old Age Pension and other applicable taxes imposed by local, City, State or Federal Government. Taxes and assessments on real property comprising site of project are to be excluded.

3.6.1.2 The Owner is exempt from State Sales and Use Taxes and Federal Excise Taxes to the extent permitted by respective legislation. Owner's Exemption Number is 51730008F. Owner will provide necessary information to obtain exemption or rebate of such taxes.
F. Paragraph 3.7 Permits, Fees and Notices
   1. Subparagraph 3.7.1: Add the following clause:

   3.7.1.1 The Owner will obtain the building permit from the City of Newark or local authority having jurisdiction over such matters. The Contractor shall obtain from all agencies all other certifications, licenses, permits, etc., which may be required for execution of the contract. The City of Newark requires separate elevator and fire alarm permits and the elevator and fire alarm subcontractors shall obtain these permits, not the Owner or Contractor. The Contractor shall furnish to the City of Newark the Newark license numbers of themselves and all their subcontractors before work begins. The Contractor shall furnish to the City of Newark, or local authority having jurisdiction over such matters, all other formal inspections and permits necessary for obtaining the occupancy permit. The Contractor will then advise the Owner when to submit the occupancy permit application so that the City of Newark or local authority may schedule final inspections. Upon advisement from the Contractor that final inspections are satisfactory to the local authority, the Owner will obtain the occupancy permit from the City of Newark or local authority having jurisdiction over such matters.

   2. Subparagraph 3.7.4: Delete in its entirety and insert the following:

   3.7.4 If the Contractor performs any Work knowing it to be contrary to statutes, laws, ordinances, building codes, standards, rules and regulations, and without such notice to the Architect and Project Coordinator, the Contractor shall assume full responsibility for such work and shall bear the attributable costs.

G. Paragraph 3.9 Superintendent
   1. Subparagraph 3.9.1: Add the following:

   3.9.1.1 The Contractor and each Subcontractor, including heating, ventilating and air conditioning, elevator, plumbing and drainage, fire protection, and electrical, shall have competent superintendents on the job at all times when their work is in progress.

H. Paragraph 3.10 Contractor's Construction Schedule
   1. Subparagraph 3.10.1: Add the following clauses:

   3.10.1.1 The date of Award of Contract shall be the date that the Owner or Architect has notified the Contractor of Award of Contract by a written notice.

   3.10.1.2 Contractor shall submit the contractor's construction schedule promptly after award of contract but no later than 30 days of such date.

I. Paragraph 3.11 Documents and Samples at the Site
   1. Subparagraph 3.11.1: Add the following clause:

   3.11.1.1 Shop Drawings, Product Data and Samples maintained and delivered shall include all such material required by the Contractor for actual construction or coordination of trades in addition to those required to be submitted to the Architect for review.

J. Paragraph 3.12 Shop Drawings, Product Data and Samples
   1. Subparagraph 3.12.5: Delete in its entirety and insert the following:

   3.12.5 The Contractor shall review, approve, certify and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract
Documents with reasonable promptness and in such sequence as required by the Submittals Schedule required under Paragraph 3.10.2 and as to cause no delay in the Work or in the Activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

K.  Paragraph 3.13 Use of Site
   1.  Subparagraph 3.13.2: Add the following clause:

3.13.2 The Contractor and all Subcontractors shall keep respective employees out of areas beyond the contract limit lines except where necessary for actual performance of work.

L.  Paragraph 3.18 Indemnification
   1.  Subparagraph 3.18.1: Delete in its entirety and insert the following:

3.18.1 The Contractor shall indemnify and hold harmless the Owner, the Architect, Architect's consultants, and agents and employees of any of them from and against all claims, damages, losses or expenses, including, but not limited to, attorneys' fees, attributable to:

   1. bodily injury, sickness, disease or death;
   2. injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom;
   3. governmental fines and/or penalties of any kind whatsoever;
   4. corrective measures required under the Federal Occupational Safety and Health Act (hereinafter referred to as OSHA);
   5. delay in completion of the work beyond the Contract Time, as defined in Article 8, caused by proceedings under OSHA.

This indemnification in favor of the Owner shall be applicable and the Owner, its agents, and employees of any of them, shall be indemnified as long as there is no determination by a court of competent jurisdiction (or arbitrators) that any of the causes listed in items (1) through (5) which is the basis of the claim, was caused by sole negligence of the Owner, its agents and employees of any of them.

This indemnification in favor of the Architect, Architect's consultants and agents, and employees of any of them, shall be applicable and the Architect, Architect's consultants and agents, and employees of any of them, shall be indemnified completely as long as there is no determination by a court of competent jurisdiction (or arbitrators) that any of the causes listed in (1) through (5) which is the basis of the claim, was caused by the sole negligence of the Architect, Architect's consultants and agents, and employees of any of them.

The Contractor shall, pursuant to this indemnification provision, pay the attorney's fees, expenses, judgments and settlements made by or on behalf of the Owner, its agents and employees of any of them, arising out of claims related to this Project unless and until there should be a finding by a court of competent jurisdiction (or arbitrators) that the damages alleged were caused by the sole negligence or fault of the Owner, its agents and employees of any of them.

The Contractor shall, pursuant to this indemnification provision, pay the attorney's fees, expenses, judgments and settlements made by or on behalf of the Architect, Architect's consultants and agents, and employees of any of them, arising out of claims related to
this Project unless and until there should be a finding by a court of competent jurisdiction (or arbitrators) that the damages alleged were caused by the sole negligence or fault of the Architect, Architect's consultants and agents, and employees of any of them.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 3.18.

M. Paragraph 3.19 Removal and/or Relocation of Existing Pipes Conduits, etc.

1. Subparagraphs 3.19.1: Add the following clauses:

3.19.1.1 All existing pipes, conduits, ducts, etc. in existing buildings and above and below grade at the site, whether or not shown on the Drawings, interfering with new or altered construction, regardless or whether such construction is General Construction, Plumbing, Heating, Fire Protection, or Electrical Work, shall be removed and/or relocated to suit new conditions. Such work shall be performed by the respective trades whose pipes, conduits, ducts, etc., are involved.

3.19.1 Contractor(s) and Subcontractors shall review Architectural Drawings as well as those of other trades and visit the site to observe conditions.


Prior to undertaking any excavation or demolition activities, the Contractor shall request a utility stakeout by contacting the Utilities Service Protection of Delmarva, Inc. (USP; formerly MISS Utility) at 1-800-282-8555.

Excavation activities include but are not limited to: digging, drilling, boring, backfilling, post pounding such as for signs, driving objects into the ground, installation of form pins, scraping and cable/pipe driving. Excavation activities exempt are: surface cultivation of soil for agricultural purposes and patch paving where the total cut does not exceed 12" depth from the surface of the pavement being patched.

This notification to USP shall take place not less than 2 working days but not more than 10 working days prior to the day of commencement of the work. This notification shall include the information listed below and the Contractor shall have marked in white the area of the proposed excavation:

1. the name of the person notifying USP.
2. the name, address and telephone number of the Contractor.
3. the specific location, starting date and description of the intended excavation or demolition activity

It is the Contractor's responsibility to verify that all utilities recognized by USP have been marked before proceeding with the work.

During the course of the work, the Contractor shall excavate prudentely, using handwork as required, and maintain all markings in a careful manner.
The Contractor shall report damage to any lines discovered or created as a result of the work to USP immediately. The Contractor shall alert the occupants of any premises of any emergency that is discovered or created at or near the premises.

3.19.1.4 No extra charge or additional compensation will be paid the contractor for extra work resulting from his failure to comply with the requirements of this article.

2.04 - ARTICLE 4 ADMINISTRATION OF THE CONTRACT

A. Paragraph 4.2 Architect's Administration of the Contract
   1. Subparagraph 4.2.3: Delete in its entirety and insert the following:

   4.2.3.1 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, whether or not same are required by applicable law, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or applicable law. The Architect will not have control over or charge of nor be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work, nor does the Architect assume responsibility for compliance, by any of the aforementioned persons or entities, with applicable laws, standards and regulations. The Architect will not be responsible for any design calculations, or the results therefrom, which are required of the Contractor, Subcontractors or suppliers, either by provisions of the Contract Documents or inherently required by the Contractor, Subcontractor or suppliers for their proper performance of the Work.

B. Paragraph 4.3 Claims and Disputes
   1. Paragraph 4.3.5 Waiver of Claims: Final Payment: Add the following clause:

   4.3.5.4 Governmental fines or penalties imposed on the Contractor, or any Subcontractor, for violations of applicable law.

2.05 - ARTICLE 5 SUBCONTRACTORS

A. Paragraph 5.3 Subcontractual Relations
   1. Subparagraph 5.3.1: Add the following:

   In the event a Subcontractor is named as a defendant in any proceeding by the Secretary of Labor under OSHA, the Contractor shall have the right and obligation to correct any alleged violations of OSHA if corrections are not made by the Subcontractor.

2.06 - ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS (NOT CHANGED)

2.07 - ARTICLE 7 CHANGE IN THE WORK

A. Paragraph 7.1 Changes
   1. Subparagraph 7.1.2: Add the following clause:

   7.1.2.1 ....if no additional costs are accrued as a result of such a change. All additional financial commitments resulting from changes must be authorized by the Owner prior to proceeding with the Work.
B. Paragraph 7.2 Change Orders
   1. Subparagraph 7.2.2.1: Add the following clause:

   7.2.2.1.1 All change orders shall be submitted on AIA 6701 Change Order Form.

C. Paragraph 7.3 Construction Change Directive
   1. Subparagraph 7.3.3: Delete in its entirety and insert the following:

   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:

   7.3.3.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Lump sum shall be complete with breakdown for each trade giving separation of material, equipment and labor, providing quantities and labor hours as outlined in Clause 7.3.3.3. The fee payable to the Contractor, Subcontractor or Sub-subcontractor shall be the same as permitted in Clause 7.3.3.3.

   7.3.3.2 Unit prices stated in the Contract Documents or subsequently agreed upon.

   7.3.3.3 On a time and material basis by cost (as defined herein), plus a percentage fee which shall be established as follows: (Refer to Attachment A for example)

   For extra work performed by the Contractor, the charges to the Owner may include the Contractor's cost, plus a fee (payable to the Contractor) in an amount equal to 10% of such cost.

   For extra work performed by a Subcontractor, the charges to Owner may include the Subcontractor's cost, plus a fee (payable to the Subcontractor) in an amount equal to 15% of such cost; plus a fee (payable to the Contractor) in an amount equal to 10% of the sum of the Subcontractor's cost and the Subcontractor's fee. In no case shall the total fees on extra work performed by a Subcontractor exceed 26.5% of the Subcontractor's cost.

   For extra work performed by a Sub-subcontractor, the charges to Owner may include: the Sub-subcontractor's cost, plus a fee (payable to the Sub-subcontractor) in an amount equal to 15% of such cost; plus a fee (payable to the Subcontractor) in the amount equal to 5% of the sum of the Sub-subcontractor's cost and the Sub-subcontractor's fee plus a fee (payable to the Contractor) in an amount equal to 5% of the sum of the Sub-subcontractor's cost; the Sub-subcontractor's fee; and the Subcontractor's fee. In no case shall the total fees on extra work performed by a Sub-subcontractor exceed 26.8% of the Sub-subcontractor's cost.

   "Cost" shall consist exclusively of the actual cost of:

   1. Labor, including foreman, including fringe benefits as defined in Attachment A.
   2. Security and old age and unemployment contributions.
   3. Materials entering permanently into the work; including freight and/or delivery charge.
4. The ownership or rental cost of on site equipment during the time of use on the extra work.
5. The ownership or rental cost of on site equipment during the time of use operation of power equipment.
6. Applicable taxes.
7. Insurance.
8. Bonds.

Cost shall not include any provision for the cost of supervision, overhead, profit, and any other general expenses.

The contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost, and when requested by the Owner, shall give the Owner access to accounts relating thereto.

7.3.3.4 As provided in Subparagraph 7.3.6. Value of work added and deleted for each item of work shall be computed on the net difference in quantity.

2. Subparagraph 7.3.6: Delete in its entirety and insert the following:

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, fees defined in Clause 7.3.3.3. In such case, and also under Subparagraph 7.3.3, 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 and fees are to be presented in accordance with the provisions of Clause 7.3.3.3. Value of work added and deleted for each item of Work shall be computed on the net difference in quantity.

2.08 - ARTICLE 8 TIME (NOT CHANGED)

2.09 - ARTICLE 9 PAYMENTS AND COMPLETION

A. Add Subparagraph 9.2.2:

9.2.2 Within ten (10) working days after the contract is received by the Construction firm, the firm shall submit a schedule of values to the Project Architect and Owner for approval. Once approved, this schedule becomes the basis for the first payment application request. The first payment application request shall not be approved by the Project Architect and the University until the schedule of values is approved by these two parties. In some instances, usually on smaller projects, the project Architect and the Owner are one and the same.

Payments are made upon the approved percentage of work completed for each item in the approved schedule of values.

B. Paragraph 9.3 Applications for Payment

1. Subparagraph 9.3.1: Delete in its entirety and replace with the following Subparagraph and add the following clauses:

9.3.1 At least ten (10) days before each progress payment falls due, the Contractor shall submit to the Architect one original & two copies of the notarized, itemized Application for
Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from subcontractors and materials suppliers. The application SHALL be submitted on the AIA Document G-702, "Application and Certificate for Payment", together with summary page of University of Delaware "Contractor's Monthly Invoice for Payment", or totally on the University of Delaware Forms "Contractor's Monthly Invoice for Payment." Billing will be based on the previously approved Schedule of Values.

9.3.1.1 Such applications shall NOT include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, but have not been included in Change Orders.

9.3.2.1 Partial and full payments shall be allowed for materials stored both on and off the site as described below. The requesting firm shall inform the Owner of their wish to bill for stored materials in accordance with the Contract requirements.

All materials which are stored off-site shall be tagged for the Owner, the University of Delaware. Payment will not be authorized for materials that are not yet fabricated.

Partial or full payment of stored materials by the Owner does no imply that the University has accepted title to the material. All stored materials shall be insured, secured and handled with such care so that the Owner's interests are protected.

Additionally, the requesting firm shall make arrangements for the Owner's Facilities Planning & Construction Department's Project Coordinator or the Architect to physically inspect all on-site stored materials.

2. Add the following subparagraphs:

9.3.4 The Architect and/or Owner may require (after the first monthly payment has been made) the Contractor to submit receipted bills from all Subcontractors and materialmen showing they have been paid for their previous month's work and materials.

9.3.5 Until substantial completion, the Contractor shall be responsible for all labor, materials and equipment used in performing the work. The Contractor may, at his option, to insure his responsibility, employ a watchman.

C. Paragraph 9.4 Certificates for Payment

1. Subparagraph 9.4.1: Delete in its entirety and insert the following:

9.4.1 The Architect shall, no later than seven (7) days after receipt of the Contractor's Requisition for Payment, issue a certificate for such amounts as he decides to be properly due, or state in writing his reasons for withholding a certificate. The certificate shall in no case exceed 90% of the estimated value of labor and materials incorporated into the building or suitably stored at the site represented by the Contractor's monthly statement.

The 10% retainage on each monthly statement shall be withheld until project closeout is complete. The retainage shall be paid to the Contractor by the Owner at the completion of the work upon presentation of a complete release of liens and affidavit statement or bond in lieu thereof, and all guarantees and certificates of inspection called for.
D. Paragraph 9.7 Failure of Payment
   1. Subparagraph 9.7.1: Delete in its entirety and insert the following:

   9.7.1 If the Architect does not issue a Certificate of 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 Thirty (30) days after receipt of the
   application for payment the amount certified by the Architect or awarded by adjudication,
   arbitration or mutual agreement for adjustment, 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. Under such circumstances 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, which shall be
   accomplished as provided in Article 7.

2.10 - ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY (Also refer to Section 00520 Special
   Conditions Article 1.04)

   A. Add Paragraph 10.4 Watchman

      10.4.1 The Contractor has the option of placing or not placing a watchman at the site at all times
      when the buildings are not in the charge of the Contractor’s superintendent. The Contractor shall
      be responsible at all times for all work and materials.

      10.4.2 However the Contractor shall and employ and pay for a watchman during all times (except
      normal working hours) temporary heat is being used and as deemed necessary to meet
      provisions of this contract.

2.11 - ARTICLE 11 INSURANCE AND BONDS

   Delete Article 11 in its entirety and replace with the following Article 11 - Insurance

   11.1 Contractor’s Liability Insurance and Indemnification

      11.1.1 The Contractor shall not commence work under this contract until Contractor has
      obtained all the insurance required under this paragraph and such insurance has been
      approved by the Owner, nor shall the Contractor allow any Subcontractor to commence
      work on its Subcontract until the insurance required of the Subcontractor has been so
      obtained and approved.

      11.1.2 All insurance policies shall be issued by companies authorized to conduct such
      business under the laws of the State of Delaware and be acceptable to the Owner.

      11.1.3 The status of the Contractor in the work to be performed by it under the Contract
      shall be that of an independent Contractor. As such, Contractor shall properly safeguard
      against any and all damage, loss or injury, to persons or property that may arise, or be
      incurred in or during the conduct or progress of said work without regard to whether or
      not the Contractor, its Subcontractors, agents, or employees have been negligent.

      11.1.4 The Contractor shall assume all responsibility for risks or casualties of every
      description, for any and all damage, loss or injury, to persons or property arising out of
      the nature of the work; negligence or failure of its employees and Subcontractors to
      comply with the Contract Documents; arising from action of the elements or from any
      unforeseen or unusual difficulty. The Contractor shall indemnify and save harmless the
Owner, and all of its officers, agents and employees; and the Architect and/or Engineer, as named on the plans and specifications, and its partners, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the Contractor, its Subcontractors and/or their respective duly authorized servants and/or employees. The Contractor agrees that the foregoing indemnification clause shall be insured under its Comprehensive General Liability policy, which must be endorsed to include Contractual Liability. If required by the Owner, the Contractor shall produce evidence of settlement by any such action before payment will be made by Owner.

11.2 Compensation Insurance

11.2.1 The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by the State of Delaware for all of its employees to be engaged in such work at the site of the project under this Contract and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees are not otherwise protected. The insurance referred to in this paragraph contain provisions waiving underwriters' rights of subrogation against the Owner.

11.3 Contractors Comprehensive General Liability Insurance and Automobile Liability Insurance

11.3.1 The Contractor's Comprehensive General Liability (CGL) shall be in an amount acceptable to the Owner but not less than $5,000,000 Combined Single Limit per occurrence and $5,000,000 annual aggregate per project (ISO endorsement CL 344-11/85). The Owner must be named as an additional named insured. The coverage must include:

- Commercial Form
- Premises/Operations
- Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists)
- Products/Completed Operations
- Contractual Liability Insurance
- Independent Contractors (if any part of the Work is to be subcontracted)
- Broad Form Property Damage
- Personal Injury
- Cross-Liability Coverage

11.3.2 Contractor shall maintain products/completed operations coverage with a combined single limit no less than $5,000,000 per occurrence of bodily injury/property damage for a period of at least thirty-six (36) months following final acceptance of Contractor's work by Owner.

11.3.3 The Contractor's Comprehensive automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection
therewith, with a combined single limit for bodily injury and property damage no less than $1,000,000 per occurrence, with the Owner named as additional insured.

11.3.4 The insurance required herein and approval of Contractor's insurance by Owner shall not relieve or decrease the liability of the Contractor hereunder.

11.4 Subcontractor's Comprehensive General Liability Insurance and Vehicle Liability Insurance

11.4.1 The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Comprehensive General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 11.3 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 11.3 hereof.

11.5 Scope of Insurance and Special Hazards

11.5.1 The insurance required under Sub-Paragraph 11.3 and 11.4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.

11.6 Proof of Carriage of Insurance

11.6.1 The Contractor shall furnish the Owner with a certificate of insurance with, where appropriate, permission of the Owner to occupy, showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. The certificate must indicate that the Owner is included as an additional named insured. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ninety (90) days written notice has been received by the Owner." All Certificates of Insurance and duplicate policies shall contain the following clauses.

11.6.1.1 "Contractor shall have no right of recovery or subrogation against the University of Delaware (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in the primary coverage for any and all losses covered by the above-described insurance.

11.6.1.2 "The clause 'Other Insurance Provision' in the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy.

11.6.1.3 "The insurance companies issuing the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy.

11.6.1.4 "Any and all deductibles in the above-described insurance policies shall be assumed by and before the account of and at the sole risk of the Contractor.

11.6.2 Contractor shall provide copies of any or all required insurance policies on request of Owner.
11.7 Renewal Requirements

11.7.1 If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the Owner, Owner may pay the renewal premium and withhold such payment from any monies due the Contractor.

11.8 Claims

11.8.1 In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

11.9 Property Insurance Assumption of Risks and Waivers

11.9.1 During performance of the Work, the Owner shall, for its benefit and the benefit of the Contractor and all tiers of Subcontractors, as their respective interests may appear, provide Builders "All Risk" insurance for Work performed at the Project site against direct physical loss of or damage to the Project, and machinery and equipment to be incorporated therein (subject to normal exclusions), on a replacement cost basis. Such insurance does not apply to the Contractor's materials, supplies, machinery and equipment until delivered to the Project site. A deductible of $10,000 shall apply to each occurrence of loss or damage.

11.9.2 Coverage does not apply to real or personal property which is owned by or leased to, or otherwise under the care, custody and control of the Contractor or any tier Subcontractor and which is not a part of, or to be incorporated into, the Work or Project. The Owner does not assume any liability for loss or damage to such property.

11.9.3 The Contractor agrees that it has the risk of loss and will repair or replace any loss or damage to the Work occurring prior to its final acceptance.

11.9.4 The Contractor assumes the risk of loss for the first $10,000 of each loss or damage to the Work not recoverable from insurance because of the deductible. If the Work of a Contractor is lost or damaged by another Contractor, the $10,000 amount shall be for account of the Contractor, who in the Owner's good faith opinion, caused the loss or damage. Should the Owner be unable to render a good faith opinion as to the Contractor causing the loss or damage, the $10,000 amount shall be for account of the Contractor sustaining loss or damage.

11.9.5 The Contractor waives all rights of recovery against the Owner for physical loss or damage to the Work. The Contractor will cause the underwriters of any insurance maintained by it covering loss or damage to the Work to likewise waive its rights of subrogation against the Owner. For that amount of each loss or damage to the Project in excess of the $10,000 assumed by the Contractor, the Owner waives its right of recovery against the Contractor and all tiers of Subcontractors to the extent such loss is, or but for the deductible would be, covered under the Owner's Builder's "All Risk" Insurance. Such waivers by the Owner apply only to such loss or damage occurring prior to final acceptance of the Project. The Owner will cause the underwriters of policies to waive their rights of subrogation against the Contractor and all tiers of Subcontractors to the same extent herein that the Owner has waived its rights of recovery.
11.9.6 The above provisions apply with respect to each occurrence of loss or damage and only to such loss or damage, which is covered, or but for the deductible would be covered, under the Builders "All Risk" Insurance.

11.10 Owner's Project Loss of Use Waiver

11.10.1 Owner waives its right of recovery against Contractor and all tiers of subcontractors for loss of use of the Project to the extent such loss of use rises out of direct physical loss or damage to the Project and such loss of use is covered, or but for the deductible would be covered, under Owner's Fire and Extended Coverage (Business Interruption) Insurance or Owner's Difference-In-Conditions (Business Interruption) Insurance; such waiver does not apply to loss of use arising out of physical loss or damage to the Project occurring subsequent to the completion of the Project and its final acceptance by the Owner. Owner will cause underwriters of such policies of insurance to waive their rights of subrogation against Contractor and all tiers of Subcontractors to the same extent herein that Owner has waived its rights of recovery against Contractor and such Subcontractors.

11.11 Contractor's Assumption of Risks, Property Insurance, Waivers and Requirements of Subcontractors

11.11.1 The Contractor assumes, at its sole cost and expense, all risks or loss damage to all real and personal property, owned or leased by it or otherwise in its care, custody or control, which is not part of the Work or the Project, and waives all rights or recovery against the Owner for loss or damage to, and for loss of use of, such property. The Contractor will cause the underwriters of any insurance, maintained by the Contractor and covering loss or damage to, or loss of use of, such property to likewise waive their rights of subrogation against the Owner.

11.11.2 The Contractor shall require all tiers of Subcontractors to likewise waive their rights of recovery and cause their underwriters, if any, to waive rights of subrogation, against the Owner for loss or damage to the Project, and for loss or damage to, including loss of use of, all real and personal property which is not part of the Work or Project and which is owned or leased by such Subcontractors, or which is otherwise in their care, custody or control.

2.12 - ARTICLE 12 UNCOVERING AND CORRECTION OF WORK (NOT CHANGED)

2.13 - ARTICLE 13 MISCELLANEOUS PROVISIONS (Also refer to Section 00520 Special Conditions)

A. Paragraph 13.8 Equal Opportunity: Add the following:

13.8.1 By entering into this contract, the Contractor agrees as follows:

13.8.1.1 The Contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex, national or ethnic origin, age, handicap or veteran's status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national or ethnic origin, age, handicap, or veteran's status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, 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 an appropriate
agency of the Federal Government setting forth the requirements of this Equal Opportunity Clause.

13.8.1.2 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, religion, color, sex, national or ethnic origin, age, handicap, or veteran's status.

13.8.1.3 The term "contract for public works" means construction, reconstruction, demolition, alteration, and/or repair work, and paid for in whole or in part out of the funds of a public body, except performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13.8.1.4 The secretary of the Department of Labor shall be responsible for the administration of this subsection and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with the provision of Chapter 69 of the Delaware State Code.