

SPECIFICATIONS
FOR
THE NEW WHITEHALL ELEMENTARY SCHOOL
APPOQUINIMINK SCHOOL DISTRICT
NEW CASTLE COUNTY, DELAWARE
Project # 1621



Appoquinimink School District
THE WORLD IS OUR CAMPUS

Architect:
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626 N. Charlotte Street
Lancaster, PA 17603
717-291-1077

Structural Engineer:
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8 N. Queen Street
Lancaster PA 17603
717-290-7400

Site Engineer:
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Wilmington, DE 19802
302-764-7635

Specification Consultant:
Associated Spec Consultants
610-489-4603

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302-798-3515

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PROJECT MANUAL – VOLUME 1
Divisions 00, 01 and 02

BID DOCUMENTS – October 13, 2017



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CT001	Entrance / Exit Plan Details And Notes	BPA	10/13/17	10/13/17
CT101	Entrance / Exit Plan	BPA	10/13/17	10/13/17
CT102	Entrance / Exit Plan	BPA	10/13/17	10/13/17
CT501	Entrance / Exit Plan Turning Diagrams	BPA	10/13/17	10/13/17
CT502	Entrance / Exit Plan Turning Diagrams	BPA	10/13/17	10/13/17
CT503	Entrance / Exit Plan Details And Notes	BPA	10/13/17	10/13/17
CI001	Fire Marshal Plan	BPA	10/13/17	10/13/17
CI100	Fire Marshal Plan	BPA	10/13/17	10/13/17
CI500	Fire Marshal Plan	BPA	10/13/17	10/13/17
CG001	Site Construction Cover Plan	BPA	10/13/17	10/13/17
CG101	Site Construction Grading Plan	BPA	10/13/17	10/13/17
CG102	Site Construction Grading Plan	BPA	10/13/17	10/13/17
CG103	Site Construction Grading Plan	BPA	10/13/17	10/13/17
CG104	Site Construction Grading Plan	BPA	10/13/17	10/13/17
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CG112	Site Construction Utility Plan – Roof Drain	BPA	10/13/17	10/13/17
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CG114	Site Construction Utility Profile	BPA	10/13/17	10/13/17
CG501	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG502	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG503	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG504	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG505	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG506	Site Construction Details And Notes	BPA	10/13/17	10/13/17
CG507	Site Construction Plan	BPA	10/13/17	10/13/17
L-101	Landscape Plan Cover Sheet	BPA	10/13/17	10/13/17
L-102	Landscape Plan	BPA	10/13/17	10/13/17
L-103	Landscape Plan	BPA	10/13/17	10/13/17
L-104	Landscape Plan	BPA	10/13/17	10/13/17
L-105	Landscape Plan	BPA	10/13/17	10/13/17
L-501	Landscape Plan Planting Schedule & Details	BPA	10/13/17	10/13/17
L-502	Sediment And Stormwater Management Plan & Inspection Schedule	BPA	10/13/17	10/13/17
L-503	Open Space Management Program	BPA	10/13/17	10/13/17
L-504	Playground Design	BPA	10/13/17	10/13/17

DRWG NO.	DRAWING NAME	BID PACKS	ISSUE DATE	LATEST REV. DATE
L-505	Landscape Lighting Plan	BPA	10/13/17	10/13/17
L-506	Landscape Lighting Plan	BPA	10/13/17	10/13/17
C-001	Sediment & Stormwater Management Cover Sheet	BPA	10/13/17	10/13/17
C-101	Pre-Construction Site Stormwater Management Plan	BPA	10/13/17	10/13/17
C-102	Construction Site Stormwater Management Plan	BPA	10/13/17	10/13/17
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C-502	Construction Site Details And Notes	BPA	10/13/17	10/13/17
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A5.3	Partial Exterior Elevations	BPA	10/13/17	10/13/17
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A6.0	Typical Section Details	BPA	10/13/17	10/13/17
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A6.2	Wall Sections	BPA	10/13/17	10/13/17
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A6.5	Wall Sections	BPA	10/13/17	10/13/17
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A7.0	Typical Stair And Railing Details	BPA	10/13/17	10/13/17
A7.1	Stair Plans And Sections	BPA	10/13/17	10/13/17
A7.2	Elevator Plans, Sections And Details	BPA	10/13/17	10/13/17
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A8.1	Door And Frame Types And Window Types	BPA	10/13/17	10/13/17
A8.2	Door Details	BPA	10/13/17	10/13/17
A8.3	Window Details	BPA	10/13/17	10/13/17
A8.4	Rolling Door Details	BPA	10/13/17	
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A9.2	Enlarged Plans And Interior Elevations – Assistant Principal, Faculty Planning, Work Room, And Speech/Hearing	BPA	10/13/17	10/13/17
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A9.5	Enlarged Plans And Interior Elevations – Library	BPA	10/13/17	10/13/17
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K101	Kitchen Equipment Plan	BPA	10/13/17	10/13/17
K102	Kitchen Building Conditions & Ventilation Plan	BPA	10/13/17	10/13/17
K103	Kitchen Plumbing Rough-In Plan	BPA	10/13/17	10/13/17
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K104	Kitchen Electric Rough-In Plan	BPA	10/13/17	10/13/17
K104A	Electrical Details	BPA	10/13/17	10/13/17
K501	Fabrications	BPA	10/13/17	10/13/17
K502	Utility Raceway Details	BPA	10/13/17	10/13/17
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DRWG NO.	DRAWING NAME	BID PACKS	ISSUE DATE	LATEST REV. DATE
M3.9	Partial Second Floor Piping Plan – Area “A”	BPA	10/13/17	10/13/17
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M5.1	Details – Mechanical	BPA	10/13/17	10/13/17
M5.2	Details – Mechanical	BPA	10/13/17	10/13/17
M5.3	Details – Mechanical	BPA	10/13/17	10/13/17
M6.1	Schedules – Mechanical	BPA	10/13/17	10/13/17
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M9.1	Enlarged Mechanical Room Piping Plan – Area C	BPA	10/13/17	10/13/17
P2.1	Partial First Floor Below Slab Plumbing Plan – Area “A”	BPA	10/13/17	10/13/17
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FP5.1	Details, Legends, Notes And Schedule – Fire Protection	BPA	10/13/17	10/13/17
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E3.4	Partial Second Floor Lighting Plan – Area “A”	BPA	10/13/17	10/13/17
E3.5	Partial Second Floor Lighting Plan – Area “B”	BPA	10/13/17	10/13/17
E3.6	Partial First Floor Power Plan – Area “A”	BPA	10/13/17	10/13/17
E3.7	Partial First Floor Power Plan – Area “B”	BPA	10/13/17	10/13/17
E3.8	Partial First Floor Power Plan – Area “C”	BPA	10/13/17	10/13/17
E3.9	Partial Second Floor Power Plan – Area “A”	BPA	10/13/17	10/13/17
E3.10	Partial Second Floor Power Plan – Area “B”	BPA	10/13/17	10/13/17
E4.1	Overall Electrical Roof Plan	BPA	10/13/17	10/13/17
E4.2	Site Plan	BPA	10/13/17	10/13/17
E5.1	Detail – Electrical	BPA	10/13/17	10/13/17
E5.2	Detail – Electrical	BPA	10/13/17	10/13/17

DRWG NO.	DRAWING NAME	BID PACKS	ISSUE DATE	LATEST REV. DATE
E6.1	Schedules – Electrical	BPA	10/13/17	10/13/17
E6.2	Schedules - Electrical	BPA	10/13/17	10/13/17
E6.3	Schedules - Electrical	BPA	10/13/17	10/13/17
E6.4	Panel Schedules - Electrical	BPA	10/13/17	10/13/17
E6.5	Panel Schedules - Electrical	BPA	10/13/17	10/13/17
E6.6	Panel Schedules - Electrical	BPA	10/13/17	10/13/17
E9.1	Enlarged Kitchen Equipment Plan	BPA	10/13/17	10/13/17

SECTION 001113 ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of **Appoquinimink School District Whitehall Elementary School** located in Middletown, Delaware. Bids will be received at the office of **Appoquinimink School District Office, Marion Profitt Training Center 118 South Sixth Street Odessa, DE 19730** until **2:00 PM** local time on **Thursday, December 7, 2017** at which time they will be publicly opened and read aloud. *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of 2 calendar days' notice to the Bidders.

Contract: A-01: Sitework
Contract: A-02: Concrete
Contract: A-03: Masonry
Contract: A-04: Structural Steel & Misc. Metals
Contract: A-05: Carpentry & General Works
Contract: A-06: Roofing
Contract: A-07: Metal Studs & Drywall
Contract: A-08: Glass & Glazing
Contract: A-09: Casework & Millwork
Contract: A-10: Folding Partitions
Contract: A-11: Paint & Wallcoverings
Contract: A-12: Acoustical Ceilings
Contract: A-13: Flooring
Contract: A-14: Ceramic Tile
Contract: A-15: Kitchen Equipment
Contract: A-16: Elevator & Wheel Chair Lifts
Contract: A-17: Fire Protection
Contract: A-18: HVAC & Plumbing
Contract: A-19: Building Management Systems
Contract: A-20: Electrical
Contract: A-21: Special Systems
Contract: A-22: Testing & Balancing

Bidding Document

1. Documents may be examined on the **State of Delaware Online Bid Solicitation Directory, bids.delaware.gov**, or at the office of the **Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801**; on or after **November 6, 2017.**
2. Documents may be viewed and downloaded at EDiS' FTP site on or after **November 6, 2017.** Bidders requesting the log on information may obtain user name and password permission by contracting: **Jackie McKee at jmckee@ediscompany.com** . Each contractor will be required to provide the following information prior to receiving the log on information: company name,

contact name, email address phone number, fax number and postal mailing address. Upon receipt of this information, instructions detailing how to access the bid document on the FTP site will be emailed to you.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Documents may be examined on the State of Delaware Online Bid Solicitation Directory, <http://bids.delaware.gov> or at the office of the Construction Manager, EDiS Company, 110 S. Poplar Street, Suite 400, Wilmington, DE 19801.

Bid Security

A bid security in the amount of 10% of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: **Appoquinimink School District**.

Pre-Bid Meeting

A pre-bid meeting will be held at **Alfred G. Waters Middle School, Cafeteria, located at 1235 Cedar Lane Rd, Middletown, DE 19709 on Thursday November 16, 2017 at 3:00 PM** local time.

Questions

Please contact EDiS Company, Mark Grunza at (302) 421-2956 or mgrunza@ediscompany.com with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates

Prevailing Wage Rates, as directed by Delaware Law, must be adhered to where applicable.

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

<http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%2007%2009-01-15.pdf>

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.
- B. All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- C. "Addenda" are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- D. The term Work is defined in 1.1.3 of the General Conditions.
- E. A "Unit of Work" includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 011100 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word "Unit" means "Unit of Work" whenever the context clearly implies "Unit of Work".
- F. A "Bid" is a complete and properly executed proposal to do one or more Units of Work for the sum stipulated therein.
- G. A "Bidder" is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- H. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- I. General Requirements (or Conditions) apply to entire work of Contract and, where so

indicated, to other elements which are included in the project.

- J. The term "indicated" is a cross reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedule" and "specified" are used in lieu of "indicate," it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.
- K. Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by Construction Manager or Architect", "requested by Construction Manager or Architect", etc.
- L. Where used in conjunction with Construction Manager's or Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved" will be held to limitations of Construction Manager's and Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Construction Manager or Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
- M. The "Project Site" is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.
- N. Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- O. Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.
- P. Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- Q. An "Installer" is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.

- R. The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.

2. BIDDER'S REPRESENTATION

- A. Each Bidder in submitting its bid represents that:

1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.
3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

B. EVIDENCE OF REPRESENTATION

1. Submission of a Bid will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

3. BIDDING DOCUMENTS

A. ISSUANCE

1. The drawings and specifications of preceding bid packages may not be issued with the drawings and specifications of this bid package, but are included by reference in the Table of Contents. Contractors bidding on work in this bid package are responsible for knowing what work has preceded this bid package and how it affects its work. In order to assist contractors in this effort, the contract documents from preceding or simultaneous bid packages will be available for review at the Construction Manager's main office and job site office. Bidding documents will be available on the EDiS FTP site, bids.ediscompany.com. It is the responsibility of each Bidder to review and coordinate all Project Documents. This includes, plans, specifications and addendums. Bidding documents will be made available to qualified bidders only. Contractors are advised that no change orders will be allowed that are

based on ignorance of work assigned in preceding or simultaneous bid packages.

2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Construction Manager.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager to reach him at least seven days prior to the date of receipt of bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

C. SUBSTITUTIONS

1. Refer to Specification Section 016200 - MATERIAL AND EQUIPMENT.
2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

D. ADDENDA

1. Addenda will be emailed, mailed, faxed or delivered to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding Documents, and will be available for inspection wherever the Bidding

Documents are kept available for that purpose.

2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free of charge directly to them should address a letter to the Construction Manager requesting a listing on the Addenda mailing list for this Project. Such letter must include no other subject matter, must clearly identify this Project by name, and must indicate, line for line, exactly how the name and address is to be typed on the envelope. Phone requests will not be accepted. The Construction Manager will endeavor, but expressly does not promise, to mail Addenda directly to those who have properly requested. Such mailing list is for this one Project only.
3. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by fax or by U.S. Mail to the address furnished by the bidder for transmittal of mail. Faxed Addenda will be confirmed by U. S. Mail.
4. No Addenda will be issued later than two (2) 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.

4. BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.
2. The Bidder shall complete all blank spaces on the Bid form.
3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.
5. All requested quantities, unit prices and alternates shall be included as part of the bid.

6. All signatures shall be in long hand.
7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.
8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

B. SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked "LATE BID" and returned.
2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder's name and address and the Unit of Work included in the Bid.
3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.
5. The 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."

C. MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for NINETY (90) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.

4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

A. OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

B. REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

C. ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.
2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

A. SUBMISSION OF SUBCONTRACTOR LIST

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 payment 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 the contract amount not to exceed \$10,000.

2. Upon request of the Construction Manager, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the Work not included in the subcontractors list submitted with the bid.

3. The Bidder will be required to establish to the satisfaction of the Construction Manager the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager.

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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, color, sex 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, color, sex 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 solicitants 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, color sex, or national origin.
- C. The term "Contract for public works" means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- D. The Secretary of the Department of Labor shall be responsible for the administration of this section 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 subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

- A. Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$45,000 and \$500,000 for new

construction, 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.

- B. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- C. The Contractor 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.
- D. 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.
- E. Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that "every contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly." Further, that "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." Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. See Delaware Prevailing Wage Regulations VII A.2(c)"; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. The Owner, **Appoquinimink School District**, shall be noted as the obligee.
- B. The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner, **Appoquinimink School District**, shall be noted as the obligee.

C. TIME OF DELIVERY AND FORM OF BONDS

- 1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Construction Manager.
- 2. The performance and payment bonds shall be written in the form found in Section 006113 Performance and Payment Bonds.
- 3. The required bonds shall be by an authorized agent of the bonding company and shall be accompanied by a certified and current copy of the bonding agent's Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

10. EXECUTION OF AGREEMENT

- A. The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.
- B. The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.
- C. The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.
- D. The Bidder shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors.
- E. If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) 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 re-

advertised, as the Agency may decide.

11. GENERAL COMMENTS

A. JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.

Each Joint Venture shall be qualified and capable to complete the project with their own forces.

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 Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License with their bid.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

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

B. BUSINESS LICENSES FOR SUBCONTRACTORS

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 and taxpayer identification number (i.e. federal employer identification number or social security number) 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.

C. BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding \$20,000 for construction within this state. For Division of Revenue

purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

D. CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

E. STATE LICENSE AND TAX REQUIREMENTS

The 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties . . ." This project is located within New Castle County, Delaware. All Contractors are required to submit a copy of their New Castle County business license to the Construction Manager.

F. RIGHT TO AUDIT RECORDS

The Owner (contracting agency) 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.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

G. PREFERENCE FOR DELAWARE LABOR

In the construction of all public works for the State or any political subdivision thereof or by firms contracting with the State or any political subdivision 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. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any persons, 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.

END OF SECTION

SECTION 003132 – GEOTECHNICAL DATA

1. GENERAL

A. Owner's Disclaimer

1. Site Information: Data on subsurface conditions are made available in the Bidding Documents as a convenience to Bidders and the Contractor. They are not intended as representations or warrants of continuity of such conditions between soil borings. It shall be expressly understood that the Owner will not be responsible for interpretations or conclusions drawn there from by the Contractor. Additional test borings and other exploratory operations may be made by the Contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect and Construction Manager.

B. SOIL BORING DATA

1. Boring logs and location plans are available for review at Construction Manager's office. All Contractors are strongly urged to review this information. EDIS will provide electronic copies of the Geotechnical Report at no cost to any Contractor who requests the report. To request a copy of the report, Contractors shall contact **Jackie McKee, of EDIS Company, at jmckee@ediscompany.com**
2. Geo-Tech reports included are as follows:
 - a. Duffield Associates Geotechnical Evaluation dated March 7, 2017.

END OF SECTION

Contract: A-01: Sitework

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 1: Landscape Irrigation at Building

Add/Deduct _____ (\$ _____)

Alternate No. 2: Multi-Purpose Field Irrigation

Add/Deduct _____ (\$ _____)

Alternate No. 3: Multi-Purpose Field Irrigation

Add/Deduct _____ (\$ _____)

Alternate No. 9: Trees Along Mapleton & Raleigh Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>BULK</u>		<u>TRENCH</u>	
	<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>
1. Price per Cubic Yard for earth excavation	_____c/y	_____c/y	_____c/y	_____c/y
2. Additional mass concrete in footings	_____c/y	_____c/y	_____c/y	_____c/y
3. Price per cubic yard for concrete in foundation walls (including forms and reinforcement)	_____c/y	_____c/y	_____c/y	_____c/y
4. Price per cubic yard for reinforced concrete on grade.	_____c/y	_____c/y	_____c/y	_____c/y
5. Price per cubic yard for reinforced concrete. Including forms) for structural slabs above grade	_____c/y	_____c/y	_____c/y	_____c/y
6. Price per cubic yard for excavation and backfill With select material	_____c/y	_____c/y	_____c/y	_____c/y

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID #</u> <u>or Delaware Business license #</u>
1. Sitework	_____	_____	_____
2. Paving	_____	_____	_____
3. Landscaping	_____	_____	_____
4. Irrigation	_____	_____	_____

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

All the terms and conditions of *Contract A-01 Sitework* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE_____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-02 : Concrete

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>Add</u>	<u>BULK</u> <u>Deduct</u>	<u>TRENCH</u> <u>Add</u>	<u>Deduct</u>
1. Price per Cubic Yard for earth excavation	_____ c/y	_____ c/y	_____ c/y	_____ c/y

2. Additional mass concrete in footings	_____c/y	_____c/y	_____c/y	_____c/y
3. Price per cubic yard for concrete in foundation walls (including forms and reinforcement)	_____c/y	_____c/y	_____c/y	_____c/y
4. Price per cubic yard for reinforced concrete on grade.	_____c/y	_____c/y	_____c/y	_____c/y
5. Price per cubic yard for reinforced concrete. Including forms) for structural slabs above grade	_____c/y	_____c/y	_____c/y	_____c/y
6. Price per cubic yard for excavation and backfill With select material	_____c/y	_____c/y	_____c/y	_____c/y

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Concrete	_____	_____	_____
1. Reinforcement Installation	_____	_____	_____

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

All the terms and conditions of *Contract A-02 Concrete* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-03 : Masonry

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 4: **Brick Veneer on Parking Lot Elevation**

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
- Bid Bond
- Consent of Surety
- Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
- Delaware Business License
- New Castle County Business License
- (Others as Required by Project Manuals)

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.**

Subcontractor

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

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

All the terms and conditions of *Contract A-03 Masonry* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-04 : Structural Steel & Misc Metals

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Structural Steel	_____	_____	_____
2. Misc Metals	_____	_____	_____

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

All the terms and conditions of *Contract A-04 Structural Steel & Misc Metals* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-05 : Carpentry & General Works

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Overhead Coiling Door	_____	_____	_____
2. Rough Carpentry	_____	_____	_____

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

All the terms and conditions of *Contract A-05 Carpentry & General Works* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-06 : Roofing

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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

Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. EPDM Membrane Roof System	_____	_____	_____
2. Asphalt Shingle Roof System	_____	_____	_____

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

All the terms and conditions of *Contract A-06 Roofing* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-07 : Metal Studs & Drywall

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Metal Stud Framing	_____	_____	_____
2. Fireproofing	_____	_____	_____
3. EIFS	_____	_____	_____

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

All the terms and conditions of *Contract A-07 Metal Studs & Drywall* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-08 : Glass & Glazing

BID FORM

For Bids Due: _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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.

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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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Exterior Glass	_____	_____	_____
2. Interior Glass	_____	_____	_____

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

All the terms and conditions of *Contract A-08 Glass & Glazing* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-09 : Casework & Millwork

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

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

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

All the terms and conditions of *Contract A-09 Casework & Millwork* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-10 : Folding Panel Partitions

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID #</u> <u>or Delaware Business license #</u>
1. Folding Partitions Manufacturer	_____	_____	_____
2. Folding Partitions Installer	_____	_____	_____

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

All the terms and conditions of Contract: A-10 : Folding Panel Partitions have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-11 : Paint & Wallcovering

BID FORM

For Bids Due: _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

Alternate No. 10: Ceramic Tile

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

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

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

All the terms and conditions of *Contract A-11 Paint & Wallcoverings* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-12 : Acoustical Ceilings

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>

1. Acoustical Ceilings	_____	_____	_____

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

All the terms and conditions of *Contract A-12 Acoustical Ceilings* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-13 : Flooring

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 5: **LVT instead of VCT**

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Carpet	_____	_____	_____
2. Wood Flooring	_____	_____	_____
3. VCT	_____	_____	_____

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

All the terms and conditions of *Contract A-13 Flooring* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-14 : Ceramic Tile

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Alternate No. 10: **Ceramic Tile**

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond

Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Ceramic Tile	_____	_____	_____

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

All the terms and conditions of *Contract A-14 Ceramic Tile* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE_____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-15 : Kitchen Equipment

BID FORM

For Bids Due: _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>

1. Kitchen Equipment	_____	_____	_____

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

All the terms and conditions of *Contract A-15 Kitchen Equipment* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-16 : Elevator & Wheel Chair Lifts

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety

Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Elevators	_____	_____	_____
2. Wheel Chair Lifts	_____	_____	_____

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

All the terms and conditions of *Contract A-16 Elevator & Wheel Chair Lifts* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-17 : Fire Protection

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Fire Protection	_____	_____	_____

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

All the terms and conditions of *Contract A-17 Fire Protection* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-18 : HVAC & Plumbing

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Mechanical	_____	_____	_____
2. Plumbing	_____	_____	_____
3. Ductwork	_____	_____	_____
4. Insulation	_____	_____	_____

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

All the terms and conditions of *Contract A-18 HVAC & Plumbing* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-19 : Building Management System

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>

1. Bldg Management System	_____	_____	_____

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

All the terms and conditions of *Contract A-19 Building Management Systems* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-20 : Electrical

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

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

Alternate No. 6: **Acoustical Clouds in Library**

Add/Deduct _____ (\$ _____)

Alternate No. 7: **GWB and Acoustical Clouds in Lobby**

Add/Deduct _____ (\$ _____)

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

Add/Deduct _____ (\$ _____)

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

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

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

All the terms and conditions of *Contract A-20 Electrical* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-21: Special Systems

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Fire Alarm	_____	_____	_____
2. Intrusion Detection	_____	_____	_____
3. Security Wireless Clocks	_____	_____	_____

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

All the terms and conditions of *Contract A-21 Special Systems* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (S _____), or percent not to exceed _____
_____ Dollars (S _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

Contract: A-22: Testing & Balancing

BID FORM

For Bids Due: _____ To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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:

\$ _____ (\$ _____)

ALTERNATES

Not Applicable

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (90) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
New Castle County Business License
(Others as Required by Project Manuals)

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.**

Subcontractor

<u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>

1. Testing & Balancing			

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

All the terms and conditions of *Contract A-22 Testing & Balancing* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Appoquinimink School District** in the sum of _____
Dollars (\$ _____), or percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No. _____ to be paid to the
Appoquinimink School District for the use and benefit of the **Appoquinimink School District** 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 bounden Principal who has submitted to the
Appoquinimink School District 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 **Appoquinimink School District** 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
Attest _____

By: _____
Authorized Signature

Title

Name of Surety

Witness _____

Title

CONSENT OF SURETY

DATE _____

To: **Appoquinimink School District**
118 South Sixth Street
Odessa, De 19730

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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.

END OF SECTION

SECTION 005200 - AGREEMENT

1. SUMMARY

A. The Agreement Form for this Project is the American Institute of Architects Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guarantee Maximum Price A132 – 2009 Edition.

B. A copy of AIA Document [A132 - 2009 Edition] is bound into this Project Manual following this page.

1. Under Article 5.1.4.5 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- a. All reports required of the Contract are received;
- b. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- c. Final payment is authorized by the Owner.”

END OF SECTION

DRAFT AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

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

Appoquinimink School District
P.O. Box 4010
Odessa, DE 19730-4010

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

« »« »
« »
« »
« »

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

Whitehall Elementary School
820 Mapleton Avenue
Middletown, DE 19709

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

EDiS Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19801

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

Gilbert Architects Inc.
626 North Charlotte Street
Lancaster, PA 17603

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND 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, mechanics' liens 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.

§ 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.)

Per the construction schedule in Specification Section 013126 Construction Schedule.

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 one of the following:

(Check the appropriate box.)

- ☒ Stipulated Sum, in accordance with Section 4.2 below
- ☐ Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be (\$), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on 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.)

Base Bid	\$
Total Contract Amount	\$

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

§ 4.3 NOT USED - Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.4 NOT USED - Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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 Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 15th day of the second month following the month being billed (e.g. payment submitted 25 Jan 2017 will be paid by 15 March 2017). If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

§ 5.1.4.3 Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five (5) percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .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 five (5) percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 ninety-five (95) percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of <> percent (<> %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of <> percent (<> %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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

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

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

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or

exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

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

§ 5.1.6.4 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 Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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

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

§ 5.2 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 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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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 A232-2009, 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.)*

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, 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 A232-2009.

☐ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

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

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an

- amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term ‘profit’ shall be understood to mean the Contractor’s Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 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.)

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

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<< »
<< »
<< »
<< »

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

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<< »
<< »
<< »
<< »
<< »

§ 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:

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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 A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A232-2009	Section 007300 Supplementary Conditions	May 24, 2017	10

§ 9.1.4 The Specifications:

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

Bid Package “ ” Project Manual dated

§ 9.1.5 The Drawings:

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

As described in the contract documents.

Number	Title	Date
Section 000115	Drawing List	, 2017

§ 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 are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

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- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, and/or the following:

AIA Document E203 Building Information Modeling and Digital Data Exhibit
AIA Document G201 Project Digital Data Protocol Form
AIA Document G202 Project Building Information Modeling Protocol Form

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 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 A232-2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

<< >>< >

(Printed name and title)

<< >>< >

(Printed name and title)

SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

1.1 Bonds must be in the following form:

1. Form of Performance Bond (attached).
2. Form of Payment Bond (attached).

SECTION 00 61 13 - FORM OF 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 Appoquinimink School District ("**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, 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.

Witness or Attest:

PRINCIPAL

By: _____(seal) _____

Name: _____

Address: _____

Title: _____

(Corporate Seal)

Witness or Attest:

SURETY

By: _____(seal) _____

Name: _____

Address: _____

Title: _____

(Corporate Seal)

SECTION 00 61 13 - FORM OF 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 Appoquinimink School District ("**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.

Witness or Attest:

PRINCIPAL

By: _____ (seal) _____

Name: _____

Address: _____

Title: _____

(Corporate Seal)

Witness or Attest:

SURETY

By: _____ (seal) _____

Name: _____

Address: _____

Title: _____

(Corporate Seal)

END OF SECTION

SECTION 006216 – CERTIFICATE OF INSURANCE

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pac). The Contractor shall use the standard "ACCORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACCORD" form in this section:

GENERAL NOTES

1. Other Insurance

A. Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.

2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:

A. Name and Address of Insured (Contractor).

B. Description of Operations/Locations -

3. Added Insured – **Appoquinimink School District and EDiS Company**

4. Certificate Holder – **Appoquinimink School District**

Contractors shall note that although not a part of AIA Document A232 - 2009 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) XX/XX/XX
PRODUCER PRODUCER INSURANCE AGENCY PO BOX PRODUCER STREET ADDRESS PRODUCER CITY, ST PROD ZIP	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE <u>POLICIES BELOW.</u>	
INSURERS AFFORDING COVERAGE		
SAMPLE SUBCONTRACTOR CERTIFICATE	INSURER A: XXXXXX	
	INSURED B: XXXXXX	
	INSURER C: XXXXXX	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/YY)	LIMITS	
	GENERAL LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LO C					
	AUTOMOBILE LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN: AUTO ONLY: EA ACC AGG	\$
	EXCESS LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXX	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	☒ WC STATUTORY LIMITS ☐ OTH-ER	\$
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Whitehall Elementary School - Appoquinimink School District and EDiS Company, shall be named as Additional Insureds under Commercial General Liability, Automobile Liability and Umbrella Liability for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER X **ADDITIONAL INSURED; INSURER LETTER:** _____ **CANCELLATION**

Appoquinimink School District 118 South Sixth Street Odessa, DE 19730	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- A. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2009 Edition.
- B. A copy of AIA Document A232 - 2009 Edition is bound into this Project Manual following this page

END OF SECTION

DRAFT AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Whitehall Elementary School
820 Mapleton Avenue
Middletown, DE 19709

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

EDiS Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19801

THE OWNER:

(Name, legal status and address)

Appoquinimink School District
P.O. Box 4010
Odessa, DE 19730-4010

THE ARCHITECT:

(Name, legal status and address)

Gilbert Architects Inc.
626 North Charlotte Street
Lancaster, PA 17603

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 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, 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 Article 4, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

§ 2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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 Construction Manager's and Architect's and their respective consultants' 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, after consultation with the Construction Manager. 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 instruction 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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 performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work 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, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

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

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

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

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

Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 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 and the Construction Manager's approval 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 schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall 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 documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

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

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

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

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting 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's own forces or of other Multiple Prime 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's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

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

§ 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 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The 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 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications 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 Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. 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 other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written

authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 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.

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's

Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor 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 OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and 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 own forces or other Multiple Prime Contractors' 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 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, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 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

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 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 Construction Manager and 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 Construction Manager 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 Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment.

The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

The Architect 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 issued through the Construction Manager 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, Owner’s own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, 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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager 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 Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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 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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute 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 and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with 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 Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall 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, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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, Construction Manager 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 a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of 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 which 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; and
- .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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 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 Construction Manager, the Construction Manager's consultants, 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 the Architect's, Contractor's, and Construction Manager'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, Construction Manager, 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, adjoining 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 Construction Manager, 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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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 distribution of insurance proceeds in accordance with the direction 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 one of the other Contractors 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 Construction Manager or 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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 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 or other Multiple Prime 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, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (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 Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

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

§ 13.5.6 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 the 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 the 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 Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor 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, Construction Manager 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.3 Suspension by the Owner for Convenience

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

§ 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 and Construction Manager, if the Architect or Construction Manager 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.

SECTION 007300 - SUPPLEMENTARY GENERAL CONDITIONS A232-2009

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. 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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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.”

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. .”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

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.”

2.2.5 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

Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site 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 warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for (2) two years after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.2 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the (2) two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 3.5.4 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 and” between “shall” and “hold”.

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.1 General

4.1.2 Insert “As required by law,” at the beginning of the first sentence.

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 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 4.2.10 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 to Paragraph 4.2.16:

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

Add to Paragraph 4.2.19 “and in compliance with all applicable codes, regulations and ordinances.” to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.3 in its entirety and replace with the following:

“When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in

each case shall mean the Constructor who executes each separate Owner-Contractor Agreement.”

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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 its rights under the Contract.

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 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.

9.3 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 and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

11.3 The Owner 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.

12.2.2.2 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."

Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, 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

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their 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,". Also strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200
FAX (302) 761-6601

Via Electronic and Regular Mail

September 6, 2017

Mr. Mark Grunza
EDIS Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19801

Re: Appoquinimink School District - Whitehall Elem. School - New Castle County, DE

Dear Mr. Grunza:

I am responding to your request for a category determination for the Appoquinimink School District - Whitehall Elem. School, which is a state funded construction project located in New Castle County, DE. The work consists of new construction of a new 94,000 sf Elementary School. You estimate the total cost of construction for this project to be \$24,266,500.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2017, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 761- 8327.

Sincerely,

Salina Crossland
Labor Law Enforcement Officer II
Salina.crossland@state.de.us
Enclosures

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

Mailing Address:
4425 North Market St. 3rd FL
Wilmington, DE 19802

Located at:
4425 North Market St. 3rd FL
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 09/07/17

BY: [Signature]

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: Appoquinimink School District - Whitehall Elem. School , New Castle County

SECTION 008114 – DRUG TESTING FORMS

1. SUMMARY

- A. Pursuant to 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. See the form attached hereto.
- B. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

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.

END OF SECTION

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

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

2. CONTRACTS

- A. The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

- A. Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his

Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- D. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled.

Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.

- I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. The masonry contractor will provide their own dumpster for masonry debris. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.
- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7)

days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.

- H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
- I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
- J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
- L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
- N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.

-
- Q. Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval through Building Blok.
- R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
- S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- U. Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
- W. Daily cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.
- X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
- Y. This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
- Z. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.

- AA. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- AB. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- AC. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- AD. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.
- AE. All contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.
- AF. Prohibition of Using Photographs on EDiS Projects: The Contractor and all associated subcontractors agrees to not issue any news release or advertising pertaining to the Work or the Project, including references to the Project on the Contractor's/subcontractor website or other social media outlets, without obtaining EDiS' prior written approval, in each instance. The Contractor, for itself, its employees, vendors and subcontractors, agrees to not use the name of the Owner, the Project, EDiS or any photographs, videos, or other images of the Project in connection with any of Contractor's business promotion activities, advertising, website, social media outlets, or operations, without EDiS' prior written approval in each instance.
- AG. All contractor vehicles, their companies subcontractors vehicles and all delivery vehicles will need to utilize the tire wash at all times prior to leaving the site. Any contractors that do not use or clean vehicles or tires vehicles well enough that additional cleaning will be needed, will be back charged all additional costs and could be removed or not allowed further vehicle access if not corrected. Access to the site is a privilege and this rule will be strictly enforced.

- AH This contractor shall must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements. At a minimum, and it must be implemented in to the safety plan, including all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as water and keep records of exposures.

CONTRACT NO. A-01 - SITEWORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 071416	Cold Fluid-Applied Waterproofing
Section 116800	Play Field Equipment and Structures
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Mechanical
Division 26	Electrical
Division 31	Earthwork
Division 32	Exterior Improvements
Section 311000	Site Clearing
Section 312000	Earth Moving
Section 312500	Erosion and Sediment Controls
Section 320523	Cement and Concrete for Exterior Improvements
Section 321216	Asphalt Paving
Section 321613	Concrete Curb
Section 321816.13	Playground Protective Surfacing
Section 323113	Tubular Barrier Gate
Section 323119	Decorative Metal Fencing and Gates
Section 323157	Cast-In-Place Concrete for Screen Wall Footings
Section 323319	Bicycle Racks
Section 329000	Planting
Section 331417	Water Service Piping
Section 333100	Sanitary Sewerage
Section 334000	Stormwater Utilities
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all sitework, site clearing, landscaping, electric, telephone, data & fiber lines, gas, storm, sanitary and water utilities, concrete & asphalt paving, exterior concrete steps, tree grates, signage, curbs, walks and topsoil/seedling.
2. A site visit and site examination is strongly encouraged, but not mandatory, in the preparation of this bid.
3. Provide water meter pit.

-
- 4.
 5. Furnish, install, maintain and remove erosion & sediment control system including erosion sediment control plan. Maintain sediment control until substantial completion established by DNREC.
 6. Provide compost filter log sediment trap, inlet protection, stabilization matting, check dams, dust control, topsoil stockpile disposal area and associated silt fence.
 7. Provide clearing, grubbing and removal of trees, roots and stumps.
 8. Provide topsoil stripping and stockpiling on site and include all E & S measures to comply throughout substantial completion.
 9. Contractors should carefully review the soil borings as they relate to the extent of rubble to be removed and other man made obstructions. Saw cutting and removal of sidewalks, curbs, etc. in the performance of work is this Contractor's responsibility. Rock excavation (if applicable) will be paid for on a unit price basis.
 10. Provide rough grading for area defined on site drawings for building, lawn areas, bituminous roads, parking and walkways. Preparation of subgrade for building slabs, walks and pavements.
 11. Provide site entrances. This shall include all subbases, tie-in details, handicapped requirements and clearances as indicated. Saw-cut paving shall be in accordance with drawing notes and where indicated on contract documents. Additional saw cutting may be necessary, but not specifically identified, to correctly perform the scope of work.
 12. Provide all excavation, installation and backfill of planter walls. Provide foundations and sidewalks (Include colored concrete where indicated). All sidewalks shall include expansion and control joints as indicated.
 13. This Contractor to provide a tabletop (subgrade elevation) to the building pad which meets the tolerances set forth in the specifications and which is accepted by the Construction manager before footing and underground MEP excavation begins. This contractor to extend the bulk excavation outside of the building plan in order to facilitate construction and maintain safety requirements. Concrete Contractor will be responsible for laying out, excavating, and backfilling all concrete work as shown on the structural and architectural drawings. Written acceptance of the building pad condition will be provided by the concrete contractor before foundation work proceeds. Once the Concrete Contractor has accepted this work it will be the responsibility of the Concrete Contractor to maintain and dewater the building pad and all excavations until the concrete work is complete and backfilled. The Concrete Contractor and this Contractor are to coordinate this procedure so that there are no additional costs to the Owner for additional excavation or concrete. Spoils left after backfilling of foundations is complete are to be left outside the building

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- perimeter by the concrete contractor and gathered by this contractor and spread on site.
14. Furnish, install and maintain select fill under slab.
 15. The certified construction reviewer (CCR) will be provided by Vandemark & Lynch. This contractor to coordinate with the CCR being provided by the owner.
 16. Provide all DelDOT permits related to work for this project.
 17. Furnish, install and remove temporary orange construction fencing as required by Construction Manager (include 1,000 linear feet in base bid to be utilized by the Construction Manager).
 18. Remove/relocate utilities including, but not limited to the removal of light standards.
 19. Furnish, install, maintain and remove temporary site fencing at the completion of the project. Temporary fencing shall consist of 900' of movable 6'-0" chain link fencing sections. There will also be two construction gates that will need to be mounted at each end of the entrances in to the new school. These gates will need to be lockable.
 20. Provide proof rolling of limit of excavation.
 21. All utilities shall be brought to within +/- 5 feet of the building line by this Contractor. The connection and all utilities from +/- 5 feet and into the building shall be by others.
 22. Provide perimeter drains at all buildings (including within 5' of the building perimeter). Provide downspout adaptors and coordinate with roofer for the correct downspout size.
 23. Backfilling as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with Del Dot standard specifications.
 24. It is the intent to use on site material, imported fill as required. The use of this onsite material shall conform with the compaction requirements as specified on Civil drawings and in Specification Division 31. If the on site material does not meet those requirements or if there is insufficient on site material available, this contractor shall import at no additional expense to the project sufficient material to complete the work.
 25. Provide perimeter protection of all excavated areas until suitably backfilled.
 26. Provide, maintain and remove stabilized construction entrance once substantial excepted by DNREC.
 27. Provide street cleaning of mud, etc. on a daily basis for the duration of project. In addition to the street cleaning, this contractor will also include all costs associated for the use of an additional 30, 1 hour, street sweeper uses on an as needed basis to be directed by the

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- Construction Manager. Any costs for deliver, pick up or remobilization of sweepers should be included in base bid.
28. Include all costs for temporary barricades, arrows, pedestrian protection, flagmen, etc. required to complete the work.
 29. Provide site utilities to playing fields and courtyards, including irrigation lines as part of this contract.
 30. Base bid shall include all standard dewatering measures; utilizing trenches, crocks, stone and portable pumping measures. This contractor to provide these measures as required to perform their work. Well pointing if necessary will be handled as a negotiated cost by the Owner.
 31. It is the intent that this contractor provide all exterior (Outside of building footprint) concrete and associated expansion materials including walks, planters, ramps, etc. All interior (Inside of building footprint) to be completed by the concrete contractor. The cooling tower concrete slab and foundations will be considered outside the building and therefore are to be included in the Sitework contractor's scope.
 32. This Contractor shall provide and maintain all temporary access roads as detailed in Contract Documents, until completion of project.
 33. Provide playing field construction including grading, preparation of subbase, planting mix, seeding and line striping.
 34. Provide a temporary water means for other trades to utilize. Include all costs associated with metering from local utilities as well as valves and hoses for contractors to utilize. The Construction Manager will not provide this service.
 35. Hardware for permanent exterior gates will be provided by Carpentry & General Works Contractor and the security will be provided by the Special Services Contractor. These locations are indicated on the Architectural and Civil Drawings. The Sitework Contractor shall provide the gates and associated adjacent fencing. The balance of hardware will be provided by the Carpentry & General Works Contractor, as indicated on the door hardware schedule. The Electrical & Special Systems Contractors shall provide all power and coordination with fire alarm integration.
 36. Respread topsoil from the established topsoil stockpile and fertilize as required to establish lawn areas. Provide permanent stabilization grass seeding at all areas following the completion of construction activities. This contractor is responsible for all weeding, watering, fertilization, and grass cutting to ensure 100% grass growth in the entirety of these areas.
 37. Provide all plant material and all associated work including, but not limited to, fabric,

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- staking, watering, sod installations, mulching, weeding, etc.
38. Provide soil mix in beds and topsoil. Provide all additional soil mix required to set plant materials and final grading.
 39. Provide filter fabric, weed, check and mulch.
 40. Provide all trees, shrubs, plantings, ornamental grasses & ground covers.
 41. Provide specified warranties.
 42. Provide pricing for all alternates as described in Section 012300-Alternates.
 43. Provide excavation, installation of foundations and backfilling for street screen walls. The masonry and fence will be provided by Masonry & Steel contractors respectively.
 44. Provide decorative metal fencing and gates as indicated.
 45. Provide playground protective surfacing.
 46. Provide all bike racks and associated pads for mounting.
 47. Provide all bollards. Include standard & removable bollards, along with excavation, backfill and the finished painting.
 48. Furnish and install all site signage. This includes all traffic, pedestrian and School related signage not mounted on buildings, including fire lane curbing and signage.
 49. Provide all yard and fire hydrants as indicated. Include all thrust block details as directed.
 50. Provide all painting of fire lane, curbs, striping as indicated.
 51. This contractor shall pay particular attention to all notes that identify requirements for inspections, reviews, installation requirements, etc.
 52. Coordinate with Plumbing and Electrical Contractors. The Sitework Contractor shall provide all tie-ins to the downstream side of grease trap. The Plumbing contractor shall provide all excavation, backfill and piping from building to grease trap. It is the intent that no additional costs will be provided for lack of coordination that requires relocation of newly installed site utilities for the installation of the grease trap by Plumbing or Electrical Contractors.
 53. All dimensions and elevations shown on plans must be field verified by this contractor PRIOR to construction. This contractor must notify owner & engineer in writing if discrepancies exist PRIOR to proceeding with construction. No extra compensation shall

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- be paid to the contractor for work having to be re-done due to dimensions or grades shown incorrectly on these plans if written notification has not been provided.
54. This subcontractor shall pay particular attention to the requirements pertaining to the stormwater management inspection and maintenance schedule and the install and maintenance items.
 55. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 56. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 57. Provide an allowance, included in base bid, to provide, maintain and remove upon construction manager direction, 250' of stoned roadway, 20'-0" wide. Road shall have consist of fabric, 10" of stone for the length of the road and the means to compact it.
 58. Provide an allowance, included in base bid, to provide, maintain and remove upon construction manager direction, 1,600' of stoned roadway, 10'-0" wide. Road shall have consist of fabric, 10" of stone for the length of the road and the means to compact it.
 59. Provide all playground equipment and playground exposed and subsurface material installations. This shall also include all excavations, foundations, backfilling of equipment bases.
 60. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 61. Provide generators and other means for temporary services for the completion of your work.
 62. Provide temporary lighting as required for the completion of all work included in this scope of work.
 63. Furnish and install wash station, labor to wash tires, clean and drain the area as required before vehicles leave the site daily. Clean tires and tracks of all vehicles before leaving the construction site. Wash station will be utilized by other contractors and will be removed only when directed by EDiS. Furnish and install Non-freeze Hose Bib, water line, valve box & drainpipe to daylight or plug for the contractor tire wash areas, and for building construction.

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64. Furnish and install and maintain concrete wash out areas for other subcontractors and their suppliers for project duration. Remove this item at conclusion of project and complete as indicated on finished drawings.
 65. Provide Fluid-Applied Waterproofing at planters.
 66. Furnish and install all landscape walls including excavation & backfill, sub base, perforated piping and stone. All foundations shall include: concrete & rebar. Wall materials other than concrete, such as masonry brick & caps, fencing/guards along top of walls will be provided by others. Coordinate brick shelf, embeds, light fixtures, etc.
 67. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
 68. The Sitework Subcontractor will provide the area beneath the building to an elevation 99.33 +/- 1/2". (This accounts for Elevation 100'-00" FF minus (4"SOG & 4" of drainage fill and vapor barrier) The area will then be turned over to the Concrete Contractor who will be excavating and installing the foundations. Backfilling around the foundation walls, inside and outside, will be the responsibility of the Concrete Contractor. The Concrete Contractor will also be responsible for additional excavation and backfilling within the building as may be required to accommodate the sloped floors in the auditorium, varying slab thicknesses, depressed slabs and grade changes. Close coordination with the Sitework, Masonry, Mechanical and Electrical Contractors is required.
 69. Provide a \$25,000 allowance, included in base bid, to be used at the discretion of the Construction Manager.

CONTRACT NO. A-02 - CONCRETE

- A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 033000	Cast-In-Place Concrete
Section 033600	Concrete Floor Sealer
Section 071700	Bentonite Waterproofing
Section 072100	Thermal Insulation
Section 079200	Joint Sealants
Division 31	Earthwork
Division 32	Exterior Improvements
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide concrete footings, foundations, foundation walls, piers, wall footings, grade beams, elevator pit walls and slab, slabs on grade, slabs on deck and all forms and reinforcing steel.
2. Provide all form work, concrete, reinforcement, excavation, etc. required to complete this work.
3. This Contractor will be responsible for laying out all concrete work as shown on the structural and architectural drawings.
4. This Contractor shall furnish and install steel & fiber reinforcing, admixtures, curing compound, under slab thermal insulation, foundation wall insulation, reglets, key ways, saw cutting, joint filler strips, joint fillers, control and construction joints (including required caulking at control and construction joints) as required in the Contract Documents.
5. Provide floor and slab treatments
6. Provide concrete floor sealers.
7. Provide bonding agents.
8. Provide perimeter insulation at foundation walls.
9. Provide underslab vapor barrier, insulation, reglets, waterstops, control and construction joints (including required caulking at control and construction joints).

1. Provide placement of related items furnished under other Specification Sections. This includes but is not limited to anchor bolts, plates, embeds, sleeves, etc. Installation must be completed within required tolerances. Anchor bolt assemblies to be placed with templates only. Furnish and install any additional grouting after anchor bolts are installed if needed to be drilled in. Coordinate and provide penetrations through wall, floors, etc. including cutting, patching and fire safing. The contractor requiring wall sleeves in concrete & masonry walls must supply and locate these to the concrete and masonry contractors for them to install. Include costs in base bid to install these sleeves, supplied by others.
10. Anchor bolts and leveling plates will be installed by this Contractor and furnished by the Structural Steel contractor. Installation within required tolerances. Anchor bolt assemblies to be placed with templates only. Contractor shall supply as-built drawings to steel erector for coordination prior to steel placement.
11. Provide all block outs and embedment's required by plans and specifications.
12. This Contractor to furnish and install all sleeves for incoming utilities at the perimeter walls.
13. This Contractor is responsible for grouting all structural steel base or leveling plates.
14. This contractor shall include all hot and cold concrete weather materials and practices. This includes, but is not limited to frost protection, hot/cold water additives and admixtures and pumping as required. This Contractor is also responsible for the premiums associated with any added costs for hot water, heated aggregate and all admixtures for cold or hot weather concrete practices.
15. Coordinate the "Notch" in the concrete slabs to allow for a future Contractor to easily install expansion joint details.
16. Provide concrete fill at steel pan stair treads, landings and associated items.
17. Provide concrete and accessories for slab on deck at stage.
18. Provide dewatering after acceptance from Sitework Contractor until re-acceptance by the Sitework Contractor.
19. Furnish, install and maintain stone underslab. Sitework contractor is to provide a building pad to this contractor. Upon sign off of acceptance by this contractor, this contractor to provide dewatering and maintenance of open trenches including clean-off of mud from poured footings. This contractor to provide excavation and backfill of all concrete work including footings, grade beams, and foundation walls. Spoils left after backfill is complete are to be lost on site. Provide access to other trades such as Masonry and Roofing Contractors for foundation work. This Contractor and the Sitework Contractor are to coordinate this procedure so that there are no additional costs to the Owner for additional

excavation or concrete.

20. This Contractor to excavate down to the bottom of all wall and column footings as shown on drawings. This Contractor is responsible for excavating all elevator pits, stairs and ramps as shown on drawings. This Contractor is also responsible for the backfill of these areas.
21. The Sitework Subcontractor will bring the area beneath the building to an elevation 99.33 +/- 1/2". (This accounts for Elevation 100'-00" FF minus (4"SOG & 4" of drainage fill and vapor barrier) The area will then be turned over to the Concrete Contractor who will be excavating and installing the foundations. Backfilling around the foundation walls, inside and outside, will be the responsibility of the Concrete Contractor. The Concrete Contractor will also be responsible for additional excavation and backfilling within the building as may be required to accommodate the sloped floors in the auditorium, varying slab thicknesses, depressed slabs and grade changes. Close coordination with the Sitework, Masonry, Mechanical and Electrical Contractors is required.
22. Provide and maintain perimeter fall protection at excavated areas per OSHA standards.
23. Provide pipe, and associated materials & backfill for foundation drainage.
24. Provide dewatering for perimeter waterproofer.
25. Provide certified anchor bolt verification drawings to the Construction Manager for review prior to steel erection.
26. Equipment bases and foundations shall be the responsibility of the Contractor providing the equipment.
27. Asphalt concrete paving and portland cement concrete paving, sidewalks and curbs shall be provided by others.
28. All concrete testing will be completed by the Construction Manager, however, it will be the responsibility of this Contractor to furnish all samples.
29. Provide offsite disposal of all unsuitable excavated materials.
30. The Construction Manager will verify that FF/FL compliance is verified by an independent testing agency within 48 hours of completion of pours, per ACI (Section 8.15.4). This contractor must maintain the specified tolerances as indicated in Section 033000. All costs associated with any grinding or patching required to meet minimal tolerances of flooring finishes will be completed by this contractor at no additional cost to the project.
31. Provide specified sloping for floor drains/trenches as needed. (Drains to be furnished by Mechanical Contractor.)

32. It is the intent that this contractor provide all interior (Inside the building footprint) concrete and associated expansion materials. All exterior (Outside of building footprint) to be completed by the sitework contractor. The cooling tower concrete slab and foundations will be considered outside the building and therefore are to be included in the Sitework contractors scope.
33. This Contractor shall include the finishing of concrete slabs around floor penetrations throughout the first and second floor slab areas. These penetrations will consist of electrical boxes, stubbed conduits, sprinkler, mechanical piping and electrical and technology conduit stubs, etc.
34. This Contractor shall also include all work included in finishing the concrete floors to all floor drains and/or trench drains. Include all sloping and beveling to create a positive flow to the drains.
35. This Contractor shall include a minimum of four additional out of sequence remobilizations for concrete slab installation.
36. It is the intent to use on site material. The use of this onsite material shall conform with the compaction requirements as specified on civil drawings and in Specification Division 31. If the on-site material does not meet those requirements or if there is insufficient on site material available, this contractor shall import at no additional expense to the project sufficient material to complete the work.
37. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
38. Provide pricing for all alternates as described in Section 012300-Alternates.
39. This contractor shall provide rebar shop drawings within 2 weeks of award so that the fully coordinated shop drawings with MEP Trades and BIM Coordinator are submitted within 8 weeks from award of project.
40. Provide waterproofing systems at foundations and elevator pit as directed where exterior grade is above the floor elevations. The exterior planter concrete waterproofing will be completed by the Sitework Contractor.
41. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.

42. This contractor shall maintain, utilize and dispose of materials in the washout area created by Site Contractor. At the completion of the concrete installations, this contractor shall remove all hard concrete and spoils in timely, organized fashion for the Sitework Contractor to complete restoration.
43. Prepare concrete SOG at vestibule to proper elevation for walk off mat.
44. Provide generators and other means for temporary services for the completion of your work.
45. Install steel nosings in stairwells that will be supplied by the steel contractor.
46. Provide all means of transporting concrete including, but not limited to: pump trucks, cranes, ramps, chutes, buggies.
47. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
48. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
49. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
50. Provide a \$10,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-03 - MASONRY

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 034500	Precast Architectural Concrete
Section 042000	Unit Masonry
Section 071900	Water Repellants
Section 072100	Thermal Insulation
Section 072119	Foamed-In Place Insulation
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 097100	Preformed Joint Seals
Section 079200	Joint Sealants
Section 323158	Unit Masonry for Screen Wall

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide concrete masonry units, concrete building brick, decorative masonry units (Split-face brick), clay face brick, associated ties and reinforcing, dowels (including drilling and grout), grout, mortar, (standard, colored and pigmented) bond beams, joint fillers, steel reinforcing bars, masonry joint reinforcement, ties and anchors, control & expansion joints, anchors, fire safing/stopping, insulation, flashings and trim, rigid insulation & vapor barrier, cavity drainage, and all miscellaneous accessories to provide a complete masonry system, accessories and related work.
2. Provide caulking of masonry to masonry and to dissimilar materials. Furnish and install all sealants, fillers, compressible fillers, backer rod, bonding agents, and sealers, for this contractor's materials. Furnish and install all sealants where materials provided by this contractor abut similar or dissimilar materials. Provide to all adjacent materials installed prior to your work.
3. Provide integral masonry flashings, expansion joints, insulation and other related items as required. Include all cavity accessories, including but not limited to: weeps vents, flashing components (including end dams and corners), reglets, termination bars, mortar net, etc. All flashing and sealants must comply with the air/vapor barrier.
4. Provide Mock up as required.

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5. Provide grouting of door frames at masonry openings.
 6. Provide weather protection and temporary material considerations for Hot/Cold weather installations as required to perform the work and maintain the project schedule.
 7. Furnish and install any cranes, scaffolding, lifts and/or hydro means as required to complete the work.
 8. Provide dewatering of work areas.
 9. Furnish and install layout of the work including responsibility for all elevations and dimensions as they affect other Subcontractor's work.
 10. Provide lintels either required by this Contract or install loose lintels furnished by others.
 11. Provide fill at hollow concrete masonry units.
 12. Provide all setting of reinforcing steel in block walls.
 13. Provide thermal insulation.
 14. Provide precast/cast stone work, including all fasteners and flashing and date stone.
 15. Provide temporary protection for final wash down/cleaning of masonry. Furnish and install final cleaning of masonry provided under this contract after completion of erection and after permission is given. Cleaning will be to the satisfaction of ASD/EDiS Company. Protect work of other Bid Categories from contact with cleaner.
 16. Flashing Summary:
 - a. Thru wall and cavity flashing below the roof line shall be by the Masonry Contractor.
 - b. Thru wall and cavity flashing above the roof line shall be by the Roofing Contractor.
 2. Provide necessary cutting, fitting and building into masonry work, embedments provided by others. Coordinate and provide penetrations through wall, floors, etc. including cutting, patching and fire safing. The contractor requiring wall sleeves in concrete & masonry walls will supply and locate these to the concrete and masonry contractors for them to install. Include costs in base bid to install these sleeves supplied by others.
 17. Provide all firesafing/stopping and fire caulking as required. Work related to masonry work.
 18. Provide bond beams including reinforcing and fill.
 19. At elevator entrance, provide toothed in outside walls and add additional temporary lintel above elevator door frame.

20. Provide stone veneer and required attachments and fasteners.
21. Provide all masonry veneer anchors and stainless steel reinforcement where required.
22. Provide stucco.
23. This contractor will be responsible for providing their own dumpster and masonry debris disposal off site.
24. Coordinate with all other trades including but not limited to Metal Stud, Masonry, Carpentry & General Works, Glass & Glazing, Mechanical, Plumbing, Electrical, Fire Protection and Roofing contractors. Masonry openings that are made too large or too small, or in incorrect locations will be corrected at no additional cost to ASD/EDiS. The cost will be absorbed by the Masonry Subcontractor. Coordinate with respective trades before layout of work. Report any discrepancies at a minimum of ahead of installation to EDiS.
25. This contractor is responsible for temporary enclosures at mixing station and work areas to continue work through winter conditions. Any materials and or heating equipment for areas or materials will be provided by this contractor. Temporary Heat will NOT be provided by the construction manager.
26. Provide pricing for all alternates as described in Section 012300-Alternates.
27. Provide sprayed insulation/air barrier system. Provide rigid insulation in cavity and all foamed in place (sprayed insulation) for all areas. This includes areas below grade & areas where the foam overlaps the walls on to dissimilar materials, such as roof decking. Include, at a minimum, 4 out of sequence mobilization and complete as scheduled.
28. This contractor shall provide rebar shop drawings and all masonry components with lead times greater than 2 weeks within 2 weeks of award so that the fully coordinated shop drawings with MEP Trades and BIM Coordinator are submitted within 8 weeks from award of project.
29. Provide rigid insulation at all voids where indicated. (See typical/similar details like 9/A4.3 or 16/A6.0)
30. Provide mortar control nets.
31. Provide water repellents as directed to all masonry units as directed.
32. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a

- daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
33. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 34. Provide multiple mobilizations.
 35. Provide the masonry in the street screen walls. The excavation, installation of foundations and backfilling for street screen walls will be completed by the Sitework Contractor. The fence will be provided by Steel contractor.
 36. Provide generators and other means for temporary services for the completion of your work.
 37. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 38. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 39. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
 40. Provide a \$20,000 allowance to be used at the discretion of the project manager.

CONTRACT NO. A-04 - STRUCTURAL STEEL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 051200	Structural Steel Framing
Section 052100	Steel Joists Framing
Section 053100	Steel Decking
Section 055000	Metal Fabrications
Section 055113	Metal Pan Stairs
Section 055213	Pipe & Tube Railings
Section 107316	Metal Canopies

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide structural steel, prefabricated building columns, field-installed shear connections, embeds, joists, shelf angles, loose lintels, steel weld plates, stairs & railings.
2. Provide all metal floor and roof decking with the exception of the perimeter roof dormers. At the perimeter roof dormers, the steel contractor shall furnish only metal decking to the Metal Stud & Drywall Contractor to install where deck bears on metal studs framing. Add to MS&D
3. Continuous bent plate as per typical conditions identified on details 1-2 & 4/A4.2 are to be provided by Metal Stud Contractor. Do not include costs for this work.
4. Furnish anchor bolts and leveling plates to the Concrete Contractor for placement in concrete piers.
5. Provide as-built verification of all anchor bolts will be required PRIOR to commencing with steel erection.
6. Provide roof sump pans and related work.
7. Provide framing out for openings (roof drains, mechanical openings, access hatches, stairs, etc.). Assume opening frames will be field installed.
8. Prime paint systems, galvanizing, and related finishing of steel items, including touch up. This contractor shall provide primer that is compatible with specified fireproofing materials and finish painting where required.

9. Provide all masonry anchors.
10. Furnish, install, and maintain, a two line OSHA safety cable/railing at the perimeter of all levels including the roof, along any column lines that become a perimeter condition, and any interior floor or roof openings due to the erection sequence. Cables are to be installed in two continuous strands with a turn-buckle tightening device every 50' to allow for proper maintenance to tighten cables. Anchor the cable by using 2" x 2" x 5/16" x 44" high angle welded to the perimeter steel and columns at 15' o.c. Include diagonal braces to prevent deflection of the angle at the cable attachment points. The installed cables must be maintained by this contractor for the duration or until the permanent system has been installed to where there is no fall concern. Assume additional mobilizations as needed for maintenance after demobilization and removal when directed by EDiS. All costs associated with the removal, once directed by the Construction Manager, are to be included by this contractor.
11. The Steel Contractor will provide all connections to masonry whether they are field welds or shop welds. Conditions that require in field welding and assembly are the responsibility of this Contractor. Field coordination with the masonry installer will be this Contractor's responsibility.
12. All steel testing will be the responsibility of the Construction Manager, however, this Contractor will cooperate with the testing agency in the inspection at the fabrication shop and in the field.
13. Confirm layout, installation and alignment of attachments at the slab edge condition prior to installation.
14. No electrical power for welders will be provided.
15. Provide data and submittal information related to the Scope of this Contract signed and sealed by a Professional Engineer as required by the Contract Documents.
16. This Contractor shall fabricate, weld and install all reinforcing anchors that connect the structural steel to the masonry systems. Provide all shop fabrication, a field installation and field welding regardless of the weld symbols.
17. This Contractor shall include all necessary staging, rigging, matting and remobilizations to accommodate this erection sequence.
18. Provide all stairs, handrails, railings, steel ladders and accessories.
19. Supply steel nosing's in stairs to concrete contractor to install.
20. Furnish loose steel lintels, angles, plates and embedded items to other contractors for them

to install.

21. Provide miscellaneous rough hardware, iron shapes, framing and support angles.
22. Provide metal decking for slab on deck at stage.
23. Bollards will be provided by sitework contractor. Do not include costs in base bid.
24. Provide gratings.
25. Louvers and grilles will be provided by others.
26. Metal Downspout Boots will be supplied by this contractor and installed by Roofing Contractor.
27. Provide overhead door frames.
28. Provide elevator hoist beam.
29. Provide elevator sills
30. Provide elevator pit cover
31. Provide wrapping of stainless steel opening at elevator doors
32. Provide ships ladders.
33. Provide galvanizing, as required.
34. Provide acoustic metal deck.
35. Provide floor stops at all perimeter and interior openings/edges.
36. Provide all anchoring devices, fasteners, inserts and other related items associated with the installation of the above within this summary of work section.
37. Provide field touch-up paint.
38. Provide required labor for verification of field dimensions throughout the project.
39. Provide pricing for all alternates as described in Section 012300-Alternates.
40. This contractor shall provide all structural shop drawings, including trusses and stairs within 2 weeks of award so that the fully coordinated shop drawings with MEP Trades and BIM Coordinator are submitted within 8 weeks from award of project.

41. Provide all cranes, scaffolding and lifts for this work.
42. Include all costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
43. Provide premanufactured canopy and all associated finishes and fasteners. Provide shop drawings and coordinate the MEP trade installations within the structure.
44. Provide the fence associated with the street screen walls. The excavation, installation of foundations and backfilling for street screen walls will be completed by the Sitework Contractor. The masonry will be provided by Masonry contractor.
45. Sequencing and fabrication must follow agreed-to construction, based on the schedule provided in project manual. Any deviations from this plan must be approved prior to contract award.
46. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
47. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
48. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
49. Provide a \$40,000 allowance to be used at the discretion of the project manager.

CONTRACT NO. A-05 - CARPENTRY AND GENERAL WORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 061000	Rough Carpentry
Section 061600	Sheathing
Section 072100	Thermal Insulation
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Section 079513.13	Interior Expansion Joint Cover Assemblies
Section 081113	Hollow Metal Doors & Frames
Section 081416	Flush Wood Doors
Section 083323	Overhead Coiling Doors
Section 083513.23	Accordion Folding Fire Doors
Section 087100	Door Hardware
Section 096723	Resinous Flooring
Section 097723	Tackable Wall Panels
Section 098433	Sound-Absorbing Wall units
Section 100600	Specialty Schedule
Section 101100	Visual Display Units
Section 101416	Plaques
Section 101419	Dimensional Letter Signage
Section 101423	Panel Signage
Section 102113	Plastic Toilet Compartments
Section 102123	Cubicle Curtains and Track
Section 102600	Wall and Corner Protection
Section 102800	Toilet, Bath and Laundry Accessories
Section 104413	Fire Extinguisher Cabinets
Section 104416	Fire Extinguishers
Section 105113	Metal Lockers
Section 107516	Ground-Set Flagpoles
Section 110000	Miscellaneous Equipment
Section 115213	Projection Screens
Section 116143	Stage Curtains
Section 116623	Gymnasium Equipment
Section 122413	Roller Window Shades
Section 124813	Entrance Floor Mats and Frames

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for

the following:

1. Provide labor and materials to perform the work related to all carpentry and general work.
2. All rough carpentry related to the exterior skin of the building including wood nailers, sheathing and blocking. Include all fire treating or exterior grade materials as required.
3. All rough carpentry related to the interior of the building including blocking, sheathing wood nailers, etc. for the installation of fire extinguishers, doors, door stops, hold opens, instructions boards, tac boards, brackets, lockers, railings windows, signage, stage or gymnasium equipment, window shades, toilet accessories, cabinets, toilet partitions, casework, millwork, etc. including fire treating, as required.
4. Roof curbs, pipe, hoods and vent equipment & supports are to be supplied by contractor in which the units, piping, etc. are being supplied. The openings for the curbs in the roofing materials shall be cut by the Roofing Contractor. Openings in the metal deck shall be cut by the contractor in which the units are being provided. The roofing contractor shall provide all flashing and sealing of the curbs. Any wood blocking required will be provided by Carpentry & General Works Contractor.
5. Furnish and install hollow metal, steel and wood doors, frames, vision panels, and finish hardware.
6. Provide hardware for all doors. (Aluminum, FRP, hollow metal, steel and wood) The aluminum and FRP doors will be provided by the Glass & Glazing Contractor. Install finish hardware at all doors. All low voltage wiring within the wood and hollow metal doors and frames is to be installed by this contractor. All low voltage wiring within the Aluminum & FRP doors and frames is to be installed by the Glass & Glazing contractor. Final connection and power supply to be provided by Electrical Contractor. Attend Hardware Coordination Meetings with security contractor, electrical contractor and owner in order to insure complete system is being provided.
7. All door, frame & hardware materials are to be stored by this Contractor until delivery is requested. Material to be delivered within the site and off loaded to hardware room or room to be installed by this contractor. Once on site, this contractor must maintain a door & hardware room on-site that maintains climate requirements. The room security will be this contractor's responsibility.
8. Provide insulated & non insulated overhead coiling doors.
9. Hardware for permanent exterior gates will be provided by Carpentry & General Works Contractor and the security will be provided by the Special Services Contractor. These locations are indicated on the Architectural and Civil Drawings. The Sitework Contractor shall provide the gates and associated adjacent fencing. The balance of hardware will be provided by the Carpentry & General Works Contractor, as indicated on the door

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- hardware schedule. The Electrical & Special System Contractors shall provide all power and coordination with fire alarm integration.
10. Provide Fire rated accordion folding fire doors. This shall include all hardware, trim, fasteners, warranties, etc.
 11. Coordinate electrical requirements with any automatic door operations, magnetic hold opens or card readers.
 12. Provide all keying for all doors. All lock sets (Hollow Metal, Wood Doors, Aluminum Entrances). Provide Owner with copy of pin schedule.
 13. Provide wood stairs to stage.
 14. Provide construction cylinders.
 15. Furnish and install hold open closers with fire alarm interface: Power wiring by Electrical Contractor. Fire alarm ties in by Electrical Contractor.
 16. Coordinate card reader requirements with electrical hardware.
 17. Provide all field trimming required to adjust to existing conditions.
 18. All material to be stored by this Subcontractor until delivery is requested. Material to be delivered to the site and off loaded by others. Deliveries to correspond to the construction schedule. Provide 48 hour notice prior to delivery.
 19. Coordinate electrical requirements with any automatic door operations (include overhead doors). Provide low-voltage wiring required for overhead and automatic door operations.
 20. Provide field assistance to Electrical and Glazing Subcontractors.
 21. Provide recessed walk-off entrance mats and frames.
 22. All Kitchen Equipment identified on K-Series drawings will be provided by Kitchen Equipment Contractor.
 23. Provide new theatrical and stage equipment. This shall include: stage curtains, scrims and drops, draw curtain tracks and curtain rigging. Coordinate electrical requirements with the Electrical Contractor.
 24. Provide resinous flooring and integral base. Coordinate slab tolerances with concrete contractor. Engage installer who is certified at resinous floor installations. Provide protection, maintenance and the removal of finished products once accepted by Construction Manager. Protection shall consist of kraft paper, taped down on all areas of

floor and masonite over high traffic areas on top of the kraft paper.

25. Provide all visual display boards, white boards, marker boards, marker wall, chalk boards, tack boards, tack walls, tack strips, display rails, sound-absorbing wall units and all angles, fasteners & adhesives. Provide acoustical wall absorber wall panels. (A formal shop drawing for acoustical wall absorber wall panels will be required)
26. Provide Projection screens. Included in this work shall be consist of, but not be limited to: coordination of all structural or MEP components, controls, mounting supports, fasteners and trim associated. Electric service is the responsibility of the Electrical Subcontractor. All other control wiring, as specified, will be the responsibility of this Subcontractor.
27. Provide Lockers and bases, including but not limited to: blocking, fasteners, filler/trim pieces hardware hooks/shelves & caulking.
28. Provide Toilet partitions including hardware, blocking, fasteners and caulking as needed. Coordinate any structural requirements with the structural steel and carpentry contractors.
29. Provide Fire extinguishers, extinguisher cabinets and accessories.
30. Provide defibrillator and cabinet. Alarm power wiring will be provided by Electrical Contractor.
31. Provide Knox Box. The location of the Knox Box must be coordinated and confirmed by local Fire Chief prior to installation.
32. Provide cubicle curtains and track system. Include all accessories including hardware, blocking, fasteners and caulking as needed. Coordinate any structural requirements with the structural steel and carpentry contractors.
33. Provide Toilet and bath accessories including keys, blocking, fasteners and caulking as needed. This shall include, but not be limited too washroom accessories, underlavatory guards, custodial accessories and electric hand dryers. (Power to hand dryers will be provided by Electrical Contractor)
34. Provide all signage (interior and exterior) with all fasteners, brackets, adhesives and finishes.
35. Provide building plaque with all fasteners, brackets, adhesives and finishes. Coordinate location with substrates to ensure proper mounting.
36. Provide Window treatments and all associated fasteners, blocking, hardware, etc.
37. Provide flagpole, cables, pulleys and American flag. Include all costs associated with excavation, concrete, anchor bolts, bases and other support as required by the

manufacturer's instructions.

38. Provide wall and corner protection. This shall include all shop drawings, warranties, attic stock and fasteners and adhesives.
39. Provide wall pads.
40. Provide all gymnasium equipment, including chin up bars and safety pads and specified demonstrations.
41. Provide all cranes, scaffolding and lifts for this work
42. Smartboards will be supplied by Owner. The brackets and associated blocking for these units will be provided by this contractor. Coordinate locations for blocking and brackets closely with Special Systems Contractor.
43. Provide interior architectural expansion joint systems, including joint covers materials at walls, floors & ceilings. This contractor must coordinate installations with Metal Stud & Drywall & Acoustical Ceiling contractors. Exterior expansion joints will be by others.
44. Provide all Mirrors.
45. Provide generators and other means for temporary services for the completion of your work.
46. Verification of field dimensions is the responsibility of this Subcontractor.
47. Provide all anchoring devices, fasteners, inserts and other related items associated with the installation of the above items.
48. This Subcontractor shall at a minimum provide and maintain for the length of the project, one temporary fire extinguisher for each 3,000 sq. ft. of the protected building area. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.
49. Provide all temporary barricades at all openings in floors, staircases and duct chases and maintain throughout completion of project. Include removal and disposal at completion of project. Protection, at a minimum will consist of (3) 2 x 4 rails and 1/2" plywood framed at all openings. Rails shall be at top, middle and toe boards to meet or exceed OSHA requirements.
50. Provide pricing for all alternates as described in Section 012300-Alternates.
51. Provide attic stock as indicated for all above items provided by this contractor.

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52. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 53. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 54. Hardware for permanent exterior gates will be provided by Carpentry & General Works Contractor and the security will be provided by the Special Services Contractor. These locations are indicated on the Architectural and Civil Drawings. The Sitework Contractor shall provide the gates and associated adjacent fencing. The balance of hardware will be provided by the Carpentry & General Works Contractor, as indicated on the door hardware schedule. The Electrical & Special System Contractors shall provide all power and coordination with fire alarm integration.
 55. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 56. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 57. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
 58. Provide \$25,000 allowance to be used at the discretion of the Construction Manager for temporary window enclosures
 59. Provide \$25,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-06 - ROOFING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 055000	Metal Fabrications
Section 061600	Sheathing
Section 072100	Thermal Insulation
Section 073113	Asphalt Shingles
Section 074113.13	Formed Metal Roof Panels
Section 075323	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
Section 076200	Sheet Metal Flashing and Trim
Section 077100	Roof Specialties
Section 077200	Roof Accessories
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide Furnish and install all roofing, including accessories for a complete and watertight installation. System shall include, but not be limited to: tapered insulation, PVC materials, adhesives and fasteners, sealants, insulation (including design), flashings, cants, copings, reglets and counter flashings, roof-edge specialties, crickets, walkway pads, downspouts, lamb tongue, mechanical & plumbing penetrations, roof overflow drains , temporary openings at all penetrations and temporary and permanent flashing at all mechanical equipment curbs.
2. Provide elastomeric membrane roofing system (EPDM), including rigid and tapered insulation and all related accessories.
3. Provide asphalt shingle roofing system, including insulation and all related accessories.
4. This contractor shall carefully review the edge of roof details to determine if the roof can be placed before the exterior wall assembly is complete. This contractor shall include all costs associated with returning to the jobsite to complete the roof perimeter after wall assembly is complete.
5. Bentonite and Foamed-in place insulation will be by others.

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6. Provide caulking related to roofing, flashing and roof accessories.
 7. The roof drains and associated plumbing shall be provided by the Mechanical Contractor. Flashing and installation of the roof drains shall be by the Roofing Contractor. Openings for the roof drains in the roofing materials shall be cut by the Roofing Contractor. Openings in the metal deck shall be cut by others.
 8. Provide all metal parapet coping and fasteners & sealants.
 9. Provide roof hatches. Roof hatches should also include the safety rails (guard rails) as indicated on 8/A4.0 & Section 077200. Blocking to be provided by Carpentry & General Works Contractor.
 10. Provide walk pads (Traffic pads).
 11. Perform cutting, patching and maintenance of temporary patch at all roof openings prior to roof completion. This includes, but is not limited to openings for MEP RTU units, drains, hatches, etc.
 12. Provide metal drip edges.
 13. Roof curbs, pipe, hoods and vent equipment & supports are to be supplied by contractor in which the units, piping, etc. are being supplied. The openings for the curbs in the roofing materials shall be cut by the Roofing Contractor. Openings in the metal deck shall be cut by the contractor in which the units are being provided. The roofing contractor shall provide all flashing and sealing of the curbs. Any wood blocking required will be provided by Carpentry & General Works Contractor.
 14. Provide expansion joints and associated insulation that are integral to the roof.
 15. Provide all gutters and downspouts.
 16. Metal Downspout Boots will be supplied by the Structural Steel Contractor and installed by this contractor.
 17. Provide all flashing, copings, roof edge components, base flashing, sealing, and insulation around floor curbs, parapets, pitch pockets, vents, stacks, drains, roof hatches, ducts, and other structural, architectural, mechanical, and electrical penetrations in the roof to form a watertight roofing system as indicated. Provide all counter flashing to roof and to walls.
 18. Wood blocking shall be provided by Carpentry & General Works Contractor.
 19. Flashing and sheet metal. Flashing Summary:
 - a. Thru wall and cavity flashing below the roof line shall be by the Masonry Contractor.
 - b. Thru wall and cavity flashing above the roof line shall be by the Roofing Contractor.

20. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
21. Provide pricing for all alternates as described in Section 012300-Alternates.
22. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
23. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
24. Provide all cranes, scaffolding and lifts for this work
25. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
26. Provide a \$20,000 allowance to be used at the discretion of the project manager.

CONTRACT NO. A-07 – METAL STUDS & DRYWALL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 034900	Glass-Fiber-Reinforced Concrete (GFRC)
Section 053100	Steel Decking
Section 054000	Cold-Formed Metal Framing
Section 055000	Metal Fabrications
Section 062013	Exterior Finish Carpentry
Section 072100	Thermal Insulation
Section 074293	Soffit Panels
Section 074646	Fiber-Cement Siding
Section 076200	Sheet Metal Flashing and Trim
Section 078100	Applied Fireproofing
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 097100	Preformed Joint Seals
Section 079200	Joint Sealants
Section 083113	Access Doors & Frames
Section 092216	Non-Structural Metal Framing
Section 092900	Gypsum Board

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide structural stud assembly for the exterior skin of the building.
2. Provide steel stud construction related to the roof details at dormers.
3. Provide steel stud construction related to framing out for openings in interior and exterior walls.
4. Provide secondary support framing.
5. Provide clips, anchors, supports and other accessories that interface between steel framing and steel studding.
6. Provide metal studs, insulation, gypsum wallboard, taping and spackling.
7. Provide tile backing board for ceramic tile. All walls shall meet or exceed NTCA tolerances

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- for ceramic tile installations. Any additional reworking required to meet these tolerances will be this contractor's responsibility in cost and schedule.
8. Provide all metal stud framing required to back up EIFS, cementitious siding, brick, etc.
 9. Provide metal furring.
 10. Provide all glass fiber reinforced gypsum work including materials, taping.
 11. Provide batt insulation, both thermal and acoustical and related work.
 12. Include molded shapes.
 13. Provide acoustical sealant of penetrations in insulated drywall partitions.
 14. Provide access doors & frames installations in both masonry & drywall walls (assume 30 total).
 15. Include fire taping and sealing at perimeter edge and as shown on the Drawings.
 16. Provide all cranes, scaffolding and lifts for this work.
 17. Comebacks and out-of-sequence work may be required and as such should be included.
 18. Include all necessary field measurements.
 19. Engineered shop and installation drawings as required.
 20. Install metal decking at mansard trusses. Metal decking and trusses are to be supplied by steel contractor.
 21. Provide all exterior wall sheathing (DensGlass, flashings, etc.), asphalt felts and Tyvek on structural steel studs.
 22. Provide cementitious siding, fascia's, trim pieces, etc. Confirm nothing else is required here
 23. Installation of masonry veneer anchors are not to be included in this work. They will be provided by the Masonry Contractor.
 24. No power for welding equipment will be provided.
 25. Provide fire resistant joint systems at floors and walls.
 26. Include two (2) passes per floor to "touch-up" mechanical penetrations to ensure ratings required. The first pass will be required prior to ceiling grid installation and the second

pass will be required prior to final inspection for Certificate of Occupancy.

27. Bidders are advised to pay particular attention to top of wall conditions, fire and smoke safing of slabs and acoustical sealants.
28. Provide pricing for all alternates as described in Section 012300-Alternates.
29. This contractor shall provide all structure shop drawings within 2 weeks of award so that the fully coordinated shop drawings with MEP Trades and BIM Coordinator are submitted within 8 weeks from award of project.
30. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
31. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
32. Provide GFRC decorative columns and balusters.
33. Provide Exterior Insulated Finish System (EIFS). Exterior metal studding, insulation, gypsum board and Tyvek will be provided by Contract A-07.
 - a. Provide EIFS as field applied or panelized.
 - i. Provide caulking of the following:
 1. EIFS to EIFS
 2. EIFS to Masonry
 3. EIFS to Aluminum
 - b. Provide flashing required at EIFS system.
 - c. Provide any rough blocking built into panelized EIFS is the responsibility of this Contractor.
 - d. Provide hoisting and scaffolding as required.
 - e. Provide anchors for supporting EIFS panels.
 - f. Provide scoring, beads and joints as required and as detailed on the contract documents.
34. Provide fireproofing, both exposed and concealed.
 - a. Provide clean up on a daily basis, all over spray materials. Provide perimeter protection around areas of fireproofing installation to protect surrounding materials and public properties. Any damages caused by overspray of fireproofing materials will be repaired and compensated for by this contractor.
 - b. Inspection of the fireproofing will be the responsibility of the Construction Manager.

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- c. Protect fireproofing according to advice of fireproofing manufacturer and installer from damage resulting from construction operations or other causes so that fireproofing will be without damage or deterioration at time of Substantial Completion.
 - d. Coordinate installation of fireproofing with other work in order to minimize the need for other trades to cut or remove fireproofing. As other trades successively complete installation of their work, maintain protection of structure afforded by fireproofing by patching any areas which have been removed or damaged prior to concealment of fireproofing by other work.
 - e. Repair or replace work which has not been successfully protected.
 - f. Prepare all surfaces including priming substrate, if needed.
 - g. Provide all required steel frame fireproofing whether clearly shown or not on the drawings. Do not include concrete fire proofing.
35. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
36. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
37. The steel contractor will provide all metal floor and roof decking with the exception of the perimeter roof dormers. At the perimeter roof dormers, the steel contractor shall furnish only metal decking to the Metal Stud & Drywall Contractor to install where deck bears on metal studs framing. All labor and materials to install it are the responsibility of the Metal Stud & Drywall Contractor.
38. Expansion joints integral to the metal stud & drywall systems will be provided by Carpentry & General Works contractor. This contractor must coordinate the installation to ensure layout is consistent with wall installation.
39. Provide continuous bent plates as indicated in typical condition details 1-2 & 4/A4.2. The steel contractor will not include any costs for this work.
40. Provide a \$20,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-08 – GLASS & GLAZING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Section 081613	FRP Flush Doors
Section 084113	Aluminum-Framed Entrances and Storefronts
Section 085113	Aluminum Windows
Section 088000	Glazing
Section 088813	Fire-Resistant Glazing

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all storefront and all glass and glazing systems.
2. Provide manual aluminum door systems and handling.
3. Provide automatic aluminum door systems, including hardware.
4. Install finish hardware for aluminum and FRP doors only. Hardware for all doors will be supplied by Contract A-05, Carpentry & General Works and installed by this subcontractor. This contractor is responsible for coordinating door hardware with their aluminum entrances to ensure each opening is properly prepped for hardware being supplied by Contract A-08. All low voltage wiring within the aluminum doors and frames is to be installed by this contractor. Final connection and power supply to be provided by Contract A-20 Electrical Contractor.
5. Provide all glass and glazing at exterior of building.
6. Provide all interior glass and glazing systems.
7. Provide all interior door, partition, vision panel and window glass. The door frames and doors will be provided by the Carpentry & General Works Contractor
8. Coordinate glass types with partition and door fire ratings. Contact Construction Manager with any discrepancies. This contractor will provide fire-resistant glass & glazing system.

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9. Provide caulking related to all glass. This includes all interior and exterior glass systems.
 10. Provide mock-ups as required by the Drawings and Specifications.
 11. Provide custom break metal trim and infill.
 12. Provide all hoisting/scaffolding related to the work of this Contract.
 13. Coordinate edge of slab tolerances and field verify all rough openings.
 14. Provide caulk between the materials supplied under this section and the adjacent surfaces.
 15. Provide pricing for all alternates as described in Section 012300-Alternates.
 16. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 17. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 18. Provide doors and frames for all aluminum and FRP doors. The hollow metal, steel and wood doors will be provided by the Carpentry & General Works Contractor. All low voltage wiring within aluminum and FRP doors and frames is to be installed by this contractor. Final connection and power supply to be provided by Electrical Contractor.
 19. All door, frame & hardware materials are to be stored by this Contractor until delivery is requested. Material to be delivered within the site and off loaded by this contractor. Once on site, this contractor must maintain a door & hardware room on-site. The room security will be this contractor's responsibility.
 20. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 21. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 22. Provide a \$10,000 allowance to be used at the discretion of the project manager.

CONTRACT NO. A-09 - CASEWORK AND MILLWORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 062023	Interior Finish Carpentry
Section 064023	Interior Architectural Woodwork
Section 079200	Joint Sealants
Section 120600	Plastic Laminate Casework Schedule
Section 123216	Manufactured Plastic-Laminate-Faced Casework
Section 123623	Plastic-Laminate-Clad Countertops
Section 123661.16	Solid Surface Countertops

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide labor and materials to perform the work related to all casework and millwork.
2. Provide all field trimming required to adjust to existing conditions.
3. Provide all millwork, casework, trim and hardware and including all toe kicks, student cubbies, shelves, enclosures at lockers, filler strips and window stools were indicated in the project document.
4. Provide all wardrobe and closet specialties such as hardware, hooks, shelves, etc.
5. Coordinate power and data requirements and locations with the electrical contractor for locations and sizes of holes needed.
6. Comply with AWI quality certifications.
7. Provide solid surface column wraps, countertops, filler strips and backsplashes were indicated in the project documents. Provide slotted aluminum picture rail where integral with solid surface wall coverings.
8. Provide solid surface base.
9. Coordinate cutting holes in casework with other trades.
10. Coordinate blocking requirements with Contract A-05: Carpentry & General Works.

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11. Provide caulking and joint sealers integral to casework/millwork and to dissimilar materials.
 12. Provide pricing for all alternates as described in Section 012300-Alternates.
 13. Provide all keying to all cabinets as specified.
 14. Provide main reception desk, stage front, proscenium opening.
 15. Provide specified warranties.
 16. Provide mockups as specified.
 17. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 18. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 19. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 20. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 21. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-10 - FOLDING PANEL PARTITIONS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealants
Section 102239	Folding Panel Partitions
Division 26	Electrical

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide labor and materials to perform the work related to all work associated with completing Folding Panel Partitions.
2. Provide all field trimming required to adjust to existing conditions.
3. Provide coordinated shop drawings that reflect all structural requirements with the structural steel, metal studs, ceilings, electrical power, lighting and communication systems, etc.
4. Provide all trim components, hardware, hinges, operators for electrical units, appropriate finishes, sensors, key switches and pocket doors for concealing doors when not in use.
5. Electrical connections will be provided by Electrical Contractor. This contractor shall provide assistance to Electrical Contractor for coordination and installation of necessary connections.
6. Provide any required signage for safe operations
7. Provide attic stock, warranty and demonstrations for all materials and types of panels.
8. Provide specified testing, adjusting, warranty and training demonstrations on the operation.
9. Provide pricing for all alternates as described in Section 012300-Alternates.
10. Contrary to specification section 102239.2.3.J, base bid should include panel faces that are 4'-0" high, not full height as indicated.
11. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.

12. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
13. Provide all supplementary steel as needed to hang partitions from structural support steel, provided by the Structural Steel Contractor, as shown in partition details 1 & 2/A9.10. It is assumed, no additional steel will be required below structural support steel. If so, it will be provided by this contractor.
14. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
15. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.

CONTRACT NO. A-11 - PAINT

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealants
Section 090600	Room Finish Schedule – Color Legend
Section 099123	Paints and Coatings

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all painting (all walls, floors and ceilings indicated on the finish schedule).
2. Provide sealing all interior joints between dissimilar materials that require sealants.
3. Provide all preparation and painting of exterior elements as described in the Schedule Section 099123 and the finish schedule.
4. Paint all exposed block work and concrete work as shown on the room finish schedule. Epoxy Flooring will be provided by Carpentry & General Works contractor.
5. Prime, stain or seal all wood trim and doors. It is the intent of the specifications that all wood doors are factory stained/painted.
6. Provide supplementary ventilation as required in enclosed spaces.
7. Provide paint and caulk to all hollow metal frames and doors as shown on the door schedule.
8. Provide painting of all metal stairs and railings.
9. Prefinished items will not be painted by this Contractor.
10. Paint all semi-exposed wood blocking as indicated on the drawing.
11. Provide protection of adjacent surfaces.
12. Provide minor patching prior to application of finishes.
13. Provide attic stock for all materials provided by this contract.

14. Final coat of paint is to be installed after ceilings are installed, if directed by Construction Manager.
15. Provide pricing for all alternates as described in Section 012300-Alternates.
16. This Contractor to allow 200 man hours and all equipment and required paint materials for these man hours to be used as directed by the Construction Manager.
17. Provide all cranes, scaffolding and lifts for this work
18. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
19. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
20. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
21. Provide \$10,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-12 - ACOUSTICAL CEILINGS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 072100	Thermal Insulation
Section 079200	Joint Sealants
Section 095113	Acoustical Panel Ceilings

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide acoustical panel ceilings, suspension system and hangers.
2. Provide supplemental suspension hangers at large ducts above ceilings and at openings for lighting fixtures.
3. Provide continuous acoustical sealant on back of vertical leg before installing moldings where required by the project documents.
4. Provide hold down clips where required by governing regulations for fire resistant ratings.
5. Expansion joints integral to the acoustical ceiling systems will be provided by Carpentry & General Works contractor. This contractor must coordinate the installation to ensure layout is consistent with ceiling grid installation
6. Provide reflected ceiling layout as depicted on the Reflected Ceiling Plans. Report any conflicts with MEP obstructions prior to commencing with any work.
7. Provide paint to all cut edges. All colors are to be supplied by manufacturer for matching purposes.
8. This Contractor shall cut openings in ceilings for architectural penetrations, sprinkler heads, lights, mechanical diffusers and grilles, etc. All trades must provide layout to Sprinkler Contractor.
9. Provide attic stock.
10. Provide fire rated assemblies where indicated.

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11. This contractor shall pay particular attention to the layout, colors and types of ceilings. All acoustical ceiling tiles are to be installed as indicated on Architectural Drawings.
 12. Provide pricing for all alternates as described in Section 012300-Alternates.
 13. Provide coordinated shop drawing for review and approval prior to installation.
 14. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 15. Provide all cranes, scaffolding and lifts for this work.
 16. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 17. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 18. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 19. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-13 – FLOORING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealants
Section 090600	Room Finish Schedule – Color Legend
Section 096400	Wood Flooring
Section 096513	Resilient Base and Accessories
Section 096519	Resilient Tile Flooring
Section 096813	Tile Carpeting

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all flooring, with exception of epoxy floor, in accordance with the finish schedule and specifications. Epoxy Floor Paint will be provided by Carpentry & General Works contractor.
2. Prepare subfloor for finished flooring including leveling and patching. Base bid shall include all flashing/patching and surface preparation required to perform the work of this Contractor.
3. Provide wood flooring, thresholds and all underlayments, including but not limited to: sleepers, vapor barriers, reducer strips and fasteners and leveling compounds. Provide protection of all wood flooring, maintenance of and the removal of products once accepted by Construction Manager. Protection shall consist of kraft paper, duct taped down on all areas of wood floor and Masonite over high traffic areas on top of the kraft paper.
4. Provide all resilient flooring, thresholds reducer strips, leveling compounds and accessories. This work shall include all flooring (VCT, Polyester, LVT & rubber floor tiles), base, stair treads, moldings, adhesives, fasteners and accessories. Per ASD, the floor polishing of resilient flooring will be completed by ASD. Do NOT include costs in base bid for polishing of these floors.
5. Provide all carpeting. Include all patching, adhesives, edge strips, reducer strips, leveling compounds and fasteners.
6. Provide all transition, thresholds and reducer strips at edges of flooring systems except when they terminate at ceramic. Ceramic Tile contractor shall provide ceramic thresholds.

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7. Provide cleaning and protection upon completion of rooms or areas.
 8. Provide attic stock of each material as specified.
 9. Provide finish floor material in elevator cab. See Alternate pricing for this work.
 10. Provide cutting and fitting around work of others.
 11. Provide pricing for all alternates as described in Section 012300-Alternates.
 12. Provide coordinated shop drawing for all flooring materials as indicated in flooring technical specifications.
 13. All ceramic tile will be the responsibility of the ceramic tile contractor. This contractor will only be responsible for modifying work to meet thresholds of ceramic tile installations.
 14. Provide mock ups as specified.
 15. Provide multiple moisture tests, of all flooring systems, prior to installation.
 16. Provide in base bid all costs for the storage of all material off site until environmental conditions allow for delivery to site and/or delivery is directed by Construction Manager.
 17. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 18. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 19. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 20. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 21. Provide \$10,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-14 - CERAMIC TILE

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 079200	Joint Sealants
Section 090600	Room Finish Schedule – Color Legend
Section 093013	Tile

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide ceramic tile, quarry tile, porcelain tile, glazed wall tile, stone thresholds and associated membranes, setting materials, epoxy grouts (where indicated), sealers and strips. Epoxy Floor Paint will be provided by Carpentry & General Works contractor.
2. Provide quarry tile system, grout, underlayments, edge strips and sealers.
3. Provide porcelain tile and related components.
4. Provide setting beds and thin set applications as directed.
5. Provide crack suppression membrane for this tile installation.
6. Provide waterproofing and anti-fracture membrane at all tile locations as specified by the project documents.
7. Provide metal trim pieces (schluter strips, etc.) integral to the tile installations.
8. Provide metal strips installed as part of the tile installation.
9. Provide vapor retarding sealer prior to tile application.
10. Provide grout sealant according to manufacturer's directions.
11. Provide cutting and fitting around work installed by others.
12. Provide patching and leveling.
13. Provide expansion joints.

14. Provide mock ups as specified.
15. Provide protection, maintenance and the removal of finished products once accepted by Construction Manager. Protection shall consist of kraft paper, taped down on all areas of floor and masonite over high traffic areas on top of the kraft paper. (If recommended by tile manufacturer, provide coat of protective cleaner to all floors and walls. Do not remove until Construction Manager Direction. Upon notice from Construction Manager, remove protective cleaner from the tile surfaces for final inspection.
16. Provide attic stock.
17. Provide pricing for all alternates as described in Section 012300-Alternates.
18. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
19. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
20. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
21. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
22. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-15 - KITCHEN EQUIPMENT

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 078433	Joint Fire Stopping
Section 079200	Joint Sealants
Section 114000	Food Service Equipment
Division 21	Fire Suppression
Division 22	Plumbing
Division 26	Electrical

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all materials, services, equipment and appliances necessary to provide all foodservice equipment to its final installation location as specified.
2. All final connections shall be made by the Electrical and Mechanical Contractors. Provide coordination with Special Systems, Electrical and Mechanical contractor to prevent any additional cost to the Owner.
3. Provide the labor, equipment and materials to uncrate, assemble, install in place, level & plumb and completely install all food service equipment with exception of electrical and plumbing installations which will be completed by others.
4. Any discrepancies between the Drawings, Specifications and site conditions or ambiguities in the documents shall immediately be reported to the Construction Manager in writing. Inconsistencies shall be corrected in writing or by reissuing the drawings. If the Contract Documents disagree with the quality or quantity of work required, the better quality or greater quantity shall be supplied unless otherwise instructed in writing by the Construction Manager. Any work performed by the Contractor at locations in question after his discovery of discrepancies, inconsistencies, ambiguities, or errors, without securing resolution, shall be at the Contractor's risk.
5. This Contractor shall verify all measurements at the site and assume full responsibility for their correctness before proceeding with his work. No extra compensation will be allowed because of differences between site conditions and those indicated on the drawings.
6. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and shall be

protected from damage until acceptance. Prefinished products which are damaged before or after installation shall be replaced with new and perfect materials. Materials finished after installation which are damaged shall be refinished or replaced as the Construction Manager may direct. No additional charge will be honored by the Construction Manager for repair or replacement of finished materials.

7. Should this Contractor feel that the Contract Documents call for work which he cannot guarantee, he shall so state, in writing, prior to bidding. Proceeding with any operation shall be construed as acceptance of all guarantee conditions.
8. Secure certificates of inspection and occupancy required by authorities having jurisdiction. Deliver copies of certificates to the Construction Manager prior to filing application for final payment.
9. It is this Contractor's responsibility to make certain statutes, building codes, and regulations including those of the appropriate health agencies having jurisdiction over this type of facility are met.
10. Provide protection of all equipment during and after installation has been completed.
11. Provide coordinated shop drawings that indicate all MEP requirements and accurately reflect the actual conditions and spacing of the area.
12. Provide specified warranties.
13. All foodservice components consist of those items identified in Section 114000 and the "K" Series drawings that identify the Food Service items. All items are to be included in the base bid of this contract to completely provide all systems in their entirety. This contractor shall pay particular attention to the "Standard Details" section of typical drawings within Specification section 114000.
14. Welding of materials must comply with all specified acceptable means.
15. Any items furnished as part of this Scope of Work that require mechanical or electrical rough ins or services that are different from those shown on the Contract Drawings shall be so noted at the time of bid. Failure to do so shall make this Contractor liable for costs of any changes required by same.
16. Provide all caulking and sealants for proper installation and in accordance with public health regulations.
17. Provide startup, testing and demonstrate all equipment installed under this category of work. Provide proposed schedule, including names and telephone numbers of attending representatives at least (3) three weeks in advance of demonstration.

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18. Obtain approvals and permits and coordinate inspections and testing with governing local and state agencies.
 19. Provide pricing for all alternates as described in Section 012300-Alternates.
 20. Provide licensed electrician to make all interconnections within equipment furnished by this contractor.
 21. This contractor shall provide all equipment shop drawings within 2 weeks of award so that the fully coordinated shop drawings with MEP Trades and BIM Coordinator are submitted within 8 weeks from award of project.
 22. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
 23. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 24. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 25. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 26. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-16 – ELEVATOR & WHEEL CHAIR LIFTS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 078413	Penetrating Firestopping
Section 142123.16	Machine Room-Less Electric Traction Passenger Elevators
Section 144200	Wheel Chair Lifts
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Heating, Ventilating and Air Conditioning
Division 26	Electrical
Division 27	Communications

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide passenger elevator complete.
2. Provide new vertical wheelchair lifts complete.
3. Electric service and disconnect switch for the elevators are the responsibility of the Electrical Subcontractor. All other control wiring, as specified, will be the responsibility of this Subcontractor.
4. This Contractor shall cooperate with the Construction Manager in laying out the core dimensions and sill elevations.
5. Provide demonstration/training for both elevator and wheel chair lifts.
6. Provide specified warranties and maintenance services.
7. The grouting of all elevator sill angles will be the responsibility of the Concrete Contractor.
8. This Contractor to furnish and install all rough wiring necessary for the installation of emergency telephones. All communication devices will be furnished and installed by the Owner.
9. The Carpentry & General Works Contractor will furnish and install temporary barricades at all openings in the building, including the elevator. It is the responsibility of this contractor to maintain this temporary protection and railings at hoist ways after

installation of elevator has commenced throughout certification/testing.

10. Provide pricing for all alternates as described in Section 012300-Alternates.
11. Provide card reader operation system. Special Systems Contractor will provide final terminations.
12. Provide start up and training of elevator and lifts.
13. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
14. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
15. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
16. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
17. Provide wall pads on all sides of elevator prior to turnover of elevator.
18. Provide in base bid all costs associated with moving/operating car to leave cab in pit or to top of shaft so that other trades can provide access for their work to be completed once cab installation is underway. Provide a minimum of 8 Hours of time in base bid.
19. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-17 - FIRE PROTECTION

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Section 210170	Fire Suppression Sprinkler System
Section 210171	Fire Pump – Electric
Section 220000	General Provisions – Plumbing/Fire Protection
Division 22	Plumbing
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security
Division 31	Earthwork

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide piping, fittings, couplings, valves and sprinkler heads.
2. Excavation and backfill related to fire protection work as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with Del Dot standard specifications.
3. Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
4. Provide as-built drawings.
5. Provide concrete equipment pads, curbs and thrust blocks for fire protection work.
6. Provide testing and inspections.
7. Provide cutting and patching.
8. Provide firesafing.
9. Provide design.

10. Flow and tamper switches to be supplied by this Contractor and wired by the Electrical Contractor. It is this Contractors responsibility to provide flow and tamper switches to meet applicable state and local codes.
11. Provide preaction suppression system, controller, jockey pumps, flow meter and related work. Wiring of pump and controller to be by the Electrical Contractor.
12. Provide fire pump and accessories.
13. Provide meter, if required, and all applicable fees.
14. This Contractor to coordinate the need for and compatibility of his system to the emergency generator, supplied by others.
15. Provide pipe identification.
16. Provide flow tests of fire hydrants around site in preparation of hydraulic design.
17. Provide fire main from +/- 5 feet outside building including connection in the building. This Contractor shall coordinate building entry location with the Site Contractor to eliminate any additional cost to Owner.
18. Provide the necessary coordination with trade to avoid interferences with other work and make corrections at no extra charge.
19. Provide specified warranties.
20. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
21. Provide start up training and demonstration of new system.
22. Provide attic stock as specified.
23. Provide fully coordinated shop drawings with MEP Trades and BIM Coordinator within 8 weeks from award of project.
24. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.

25. All heads to be located center of tile.
26. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
27. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
28. Provide \$5,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-18 - HVAC AND PLUMBING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Division 11	Equipment
Division 14	Conveying System
Division 21	Fire Suppression
Division 22	Plumbing
Section 220000	General Provisions – Plumbing/Fire Protection
Section 220010	Basic Materials and Methods – Plumbing
Section 220030	Insulation & Covering - Plumbing
Section 220110	Drainage Systems – Plumbing
Section 220120	Domestic Water Systems – Plumbing
Section 220130	Gas Piping Systems – Plumbing
Section 220140	Fixtures – Plumbing
Section 220150	Equipment – Plumbing
Section 220190	Testing – Plumbing
Section 220191	Balancing – Plumbing
Section 230200	General Provisions – HVAC
Section 230210	Basic Materials and Methods – HVAC
Section 230215	Valves
Section 230230	Insulation & Covering – HVAC
Section 230300	Vibration Isolation – HVAC
Section 230400	Heating Generation Equipment
Section 230410	Heating Generation Auxiliary Equipment
Section 230450	Refrigeration Equipment – HVAC
Section 230500	Piping Systems and Accessories
Section 230510	Water Treatment (HVAC)
Section 230600	Air Distribution & Accessories - HVAC
Section 230605	Fans
Section 230725	Thermal heating Units
Section 230760	Air Handling Equipment
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security
Division 31	Earthwork

Division 32	Exterior Improvements
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

3. Provide a complete mechanical, plumbing and piping system as indicated on the Drawings and in the Specifications.
4. Division 26 of the specifications should be reviewed as it relates to the power wiring and other requirements for HVAC equipment including the coordination of furnishing and installing motor starters as provided in the specifications.
5. This Contractor shall be responsible to designate an individual within his organization, intimately familiar with this project and assigned on site, to act as the System Start-up Coordinator. This individual must be pre-approved by the Construction Manager. This individual's responsibilities shall include, but not be limited to, coordinating the start-up of all mechanical equipment, including the coordination between the Electrical Contractor, the Controls Contractor, and all testing, adjusting and balancing work. This individual shall report on a weekly basis, in written form, to the Construction Manager. These reports shall include a summary of current conditions including manufacturers' start-ups, systems' deficiencies noted to date and the remediation of same, coordination issues between trades, system interfacing and forecasting, as necessary to project the completion of each individual system within the building.
6. Provide excavation and backfill for underground mechanical/plumbing work as detailed below is the responsibility of this Contractor. Soil types shall be in accordance with Del Dot standard specifications. Refer to Division 31 and 33 of the specifications.
7. Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
8. Provide all Equipment bases and housekeeping pads related to plumbing and HVAC equipment.
9. Provide permits/meters.
10. Provide pipe and duct insulation.
11. Coordinate and provide penetrations through wall, floors, etc. including cutting, patching and fire safing. The contractor requiring wall sleeves in concrete & masonry walls must supply and locate these to the concrete and masonry contractors for them to install.
12. Coordinate with the Testing and Balancing Contractor.

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13. All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.
 14. Provide all cranes, scaffolding and lifts for this work including any rigging.
 15. Provide coordination with Building Management Systems Contractor.
 16. Provide ductwork, flex duct, grilles and diffusers.
 17. Provide roof drains.
 18. Provide louvers and vents related to HVAC operations.
 19. Coordinate damper size, location and type of damper with architectural drawings.
 20. Provide piping work associated with the emergency generator (including fuel piping and exhaust piping). Include initial fill up of fuel tanks.
 21. Provide temporary heat and ventilation installation, maintenance and removal. Refer to Division 1, Specification Section 015123 - TEMPORARY HEATING, COOLING, & VENTILATION, for specific scope. The new equipment WILL NOT be used for temporary heating. This Subcontractor will furnish, install, and maintain the temporary heating equipment. Included in the base bid for this contract is a \$50,000 allowance. (See note#42) Temporary heating fuel consumption associated with the temporary heating will utilize a portion of these costs. All unused portions of the allowance will be returned at the end of the project.
 22. Provide gas piping, meter and pressure regulator valve.
 23. Provide electric baseboard heat.
 24. Provide duct testing to be verified by the TAB Contractor.
 25. Provide precast mop receptors
 26. Provide grease interceptor and vault Include excavation & backfill and any stone, tie-downs or foundation requirements.
 27. Provide trap priming system.
 28. Provide fuel detection/monitoring system in accordance with local codes.
 27. Roof curbs, pipe, hoods and vent equipment & supports are to be supplied by contractor in which the units, piping, etc. are being supplied. The openings for the curbs in the roofing materials shall be cut by the Roofing Contractor. Openings in the metal deck shall be cut

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- by the contractor in which the units are being provided. The roofing contractor shall provide all flashing and sealing of the curbs. Any wood blocking required will be provided by Carpentry & General Works Contractor.
29. All utilities will be brought to within +/- 5 feet of the building line by others. The Mechanical Contractor is responsible for connecting the utilities from +/- 5 feet outside the building line and completing the system within the building.
 30. Install Owner prepurchased equipment, if applicable.
 31. Provide access panels for all access to Mechanical or Plumbing components or equipment.
 32. Provide final connection of kitchen equipment and appliances.
 33. Provide as-built drawings.
 34. Provide pricing for all alternates as described in Section 012300-Alternates.
 35. Coordinate with Sitework Contractor, who will provide all tie-ins to the downstream side of grease trap and Electrical Contractor. This contractor, shall provide all excavation, backfill and piping from building to grease trap. It is the intent that no additional costs will be provided for lack of coordination that requires relocation of newly installed site utilities for the installation of the grease trap.
 36. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 37. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
 38. Provide fully coordinated shop drawings with MEP Trades and BIM Coordinator within 8 weeks from award of project.
 39. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 40. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.

41. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
42. Provide \$50,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-19 – BUILDING MANAGEMENT SYSTEMS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 078413	Penetrating Firestopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Division 11	Equipment
Division 14	Conveying System
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Heating, Ventilating and Air Conditioning
Section 230900	Automatic Temperature Controls (DDC)
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide automatic temperature controls for equipment whose main purpose include all items in the automatic temperature control scope. Provided, however, that the controls do not directly switch the power lines to the equipment; the wiring of such controls to remain the responsibility under Contract Scope 16000.
2. Provide environmental controls for the building mechanical system for a complete & operational system. System shall control all mechanical equipment systems & components per plans and specifications.
3. Provide ventilation controls.
4. Provide cooling controls.
5. Provide humidification controls.
6. Provide refrigeration controls.
7. Motorized dampers when not specified as part of the factory packaged equipment supplied to job site for distribution and installation by others.

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8. Provide both reading and remote reading gauges, transmitters and recorders for automatic temperature controls.
 9. Provide building centralization controls including centralized temperature, humidity, pressure and flow indication and recorders, centralization of air conditioning, heating, ventilation, humidification and refrigeration equipment operation.
 10. Provide building life safety control and equipment safety control including: fire alarm, fan shut downs, operators and controls for motorized smoke dampers, operators and controls for motorized fire dampers, firestats, freeze protection thermostats, shut down safety devices forming part of automatic temperature control.
 11. Provide permits as required for work under this contract scope.
 12. Provide inspections as required under this contract scope.
 13. Provide electrical thermostats intended for automatic temperature controls complete with subbases or adapter plates to mount on standard electrical box.
 14. Provide remote reading gauges, transmitters and recorders for automatic temperature control.
 15. Provide access doors when specifically requires for access to automatic temperature controls.
 16. Provide control wiring and/or air piping required for all automatic temperature controls supplied under this contract scope.
 17. Provide wiring for remote thermostats and remote prewired auxiliary control panels for packaged equipment.
 18. Provide boiler feed water control wiring.
 19. Provide the magnetic starter coil and relay coils intended for automatic temperature controls, including interlocking between starters and/or relays when controlled automatically.
 20. Provide access panels directly associated with this work if not included by other division.
 21. Exclude direct reading temperature and pressure gauges connected directly to non-potable water systems.
 22. Exclude motorized dampers when specified as integral part of packaged equipment.
 23. Exclude automatic temperature controls when specified as integral part of packaged equipment.

24. Exclude flow measuring and control devices.
25. Exclude direct reading temperature and pressure gauges connected directly to refrigeration systems.
26. Exclude filter gauges directly connected to duct systems.
27. Provide electrical wiring for thermostats and controls which directly switch the power line to the equipment (directly shall mean not through magnetic coil) is by Electrical Contractor.
28. Power wiring will be provided by the Electrical Contractor.
29. Control power supply outlets are to be provide by the Electrical Contractor.
30. Provide pricing for all alternates as described in Section 012300-Alternates.
31. Provide transmitters for ATC.
32. Start, test and demonstrate all equipment installed under this category of work. Provide proposed schedule, including names and telephone numbers of attending representatives at least (3) three weeks in advance of demonstration.
33. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
34. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
35. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
36. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
37. Contractor shall provide a \$1,500 allowance to be used at the direction of the Construction Manager. Any unused allowance will be returned to the owner.

CONTRACT NO. A-20 - ELECTRICAL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 3	Concrete
Section 078400	Fire Stopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Division 11	Equipment
Division 14	Conveying System
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Heating, Ventilating and Air Conditioning
Section 260000	General Provisions – Electrical
Section 260055	Electrical Identification
Section 260110	Raceway
Section 260120	Wires & Cables
Section 260135	Electrical Boxes & Fittings
Section 260140	Wiring Devices
Section 260155	Motor Starters
Section 260160	Panelboards
Section 260165	Switchboards
Section 260170	Motor and Circuit Disconnects
Section 260180	Overcurrent Protective Devices
Section 260190	Supporting Devices
Section 260195	Power System Studies
Section 260430	Metering Equipment
Section 260452	Grounding
Section 260460	Transformers
Section 260470	Distribution Circuits
Section 260471	Feeder Circuits
Section 260472	Branch Circuits
Section 260475	Elevator Electrical Systems
Section 260510	Building Lighting
Section 260520	Roadway & Parking Area Lighting
Section 260601	Lightning Protection System
Section 260930	Dimming Controls
Division 27	Communications
Division 28	Electronic Safety and Security

Division 31	Earthwork
Division 32	Exterior Improvements
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete electrical system as indicated on the drawings, schedules and in the specifications.
2. Divisions 22 and 23 of the specifications should be reviewed as it relates to the power wiring and other requirements for Plumbing and HVAC equipment including the coordination of furnishing and installing motor starters and controllers as detailed in the Specifications and on the Drawings.
3. Excavation and backfill for underground electrical work as required below is the responsibility of this Contractor. Soil types shall be in accordance with Del DOT standard specifications. Backfilling is the responsibility of this Contractor. Soil types shall be in accordance with project documents.
4. Provide concrete for duct banks, light standards, above ground conduit encasement, equipment bases and any other concrete work specifically related to the electrical work. Include requirements of New Castle County, State and local codes for concrete encasement.
5. Provide temporary electric installation, maintenance and removal. Refer to Division 1, Specification Section 015113 - TEMPORARY ELECTRIC, for specific scope.
6. Provide pad mounted transformer, and new conduit and wiring from existing primary switch for new incoming service. New transformer and service must be ordered immediately as this will be used for temporary power service.
7. Provide new communications ductbank from existing communications manhole.
8. Provide permits and inspections.
9. Provide penetrations through walls, floors, etc. including cutting, patching and fire safing.
10. Electric service and disconnect switch for the elevators are the responsibility of this contractor. All other control wiring, as specified, will be the responsibility of the Elevator Contractor.
11. Provide testing.
12. The Concrete Contractor shall furnish, install and maintain stone fill under slab. The

Sitework Contractor shall leave the building pad site at subgrade to within +/- 1/4" in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.

13. All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.
14. Provide hoisting, rigging and scaffolding.
15. Provide all primary service work, including all utility company related costs/fees for this work.
16. Provide all heat tracing.
17. Special systems (CCTV, intercom, telecommunications, fire alarm, area rescue system, intrusion detection, cafetetoium sound reinforcement system, sound, security, time clock,) will be the responsibility of the Special Systems Contractor. However, this contractor must coordinate with Special Systems Contractor as indicated on the drawings and as specified. This contractor shall provide all device boxes, conduit to volt circuits for special systems as indicated and also to provide 120 Volt circuits for all Special Systems.
18. Cable distribution will be installed by the Special Systems Contractor.
19. This contractor shall be responsible for to coordinate with door hardware contractor and provide all required wiring from the electrical transfers to the door hardware locks and up to the power supplies. This contractor shall be responsible for all 120 Volt circuits indicated on the floor plans for power supplies and the interconnection between the two power supplies along with the integration of the card access system.
20. Provide all required wiring for door release at Doors A123, A124A, EXC111 & EXC 102.
21. This contractor shall also be responsible to coordinate and extend the existing district wide card access system to cover entire building to be integrated with the intrusion system for card arm/disarm system.
22. Provide lightning protection with master UL certification.
23. Provide grounding of building columns and interior spaces as required.
24. Provide pull strings and boxes for voice/data boxes.
25. Provide network cabling system

26. Provide as-built drawings.
27. Provide rough-in and final connection and related work for equipment provided under other contracts (i.e. kitchen, elevators, HVAC, sprinkler, motorized doors, etc.). Provide power to automatic hardware. Low voltage wiring from the controller to hardware shall be provided by the Doors, Frames and Hardware Contractor; Final connections to be by this contractor.
28. Provide complete audio and audiovisual systems.
29. Provide all required boxes, conduit and pull strings to accessible locations for Simplex-Grinnell systems.
30. Provide rough-in and final connection of kitchen equipment and appliances. Refer to Specification Section 114000 Food Service Equipment for specifics. Coordinate power/plug requirements with rough in for equipment with the Kitchen Equipment Contractor.
31. Provide stage lighting systems including coordination, fixtures, controls, wiring, light grids, supports and attachments.
32. Roof curbs, pipe, hoods and vent equipment & supports are to be supplied by contractor in which the units, piping, etc. are being supplied. The openings for the curbs in the roofing materials shall be cut by the Roofing Contractor. Openings in the metal deck shall be cut by the contractor in which the units are being provided. The roofing contractor shall provide all flashing and sealing of the curbs. Any wood blocking required will be provided by Carpentry & General Works Contractor.
33. Carpentry & General Works contractor shall provide defibrillators and cabinets. Alarm connection and power wiring will be provided by Special Systems Contractor.
34. Provide pricing for all alternates as described in Section 012300-Alternates.
35. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
36. Provide fully coordinated shop drawings with MEP Trades and BIM Coordinator within 8 weeks from award of project.
37. Projection screens and the control wiring associated, will be provided by the Carpentry & General Works contractor. Electric power to these gates are the responsibility of the Electrical Subcontractor.
38. All costs for barricades, arrows, pedestrian protections, flag men, etc. will be part of this

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- Contract. It shall be assumed there is at least 1 marked flagger to escort trucks through the project site.
39. Provide power to hand dryers. The hand dryers will be supplied and installed by Carpentry & General Works Contractor.
 40. Provide site lighting and all reinforced lighting bases and associated conduit.
 41. Coordinate with Sitework Contractor, who will provide all tie-ins to the downstream side of grease trap and the Plumbing Contractor, who will provide all excavation, backfill and piping from building to grease trap. It is the intent that no additional costs will be provided for lack of coordination that requires relocation of newly installed site utilities for the installation of the grease trap.
 42. Provide all wireless access points furnished by owner
 43. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
 44. Provide conduits and pull strings to Special System Contractor for card access systems. The Special System contractor shall provide wiring from panel to door contact and from panel to power transfer. Electrical Contractor shall provide conduit to door frame.
 45. Hardware for permanent exterior gates will be provided by Carpentry & General Works Contractor and the security will be provided by the Special Services Contractor. These locations are indicated on the Architectural and Civil Drawings. The Sitework Contractor shall provide the gates and associated adjacent fencing. The balance of hardware will be provided by the Carpentry & General Works Contractor, as indicated on the door hardware schedule. The Electrical & Special System Contractors shall provide all power and coordination with fire alarm integration.
 46. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
 47. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.
 48. Provide \$40,000 allowance to be used at the discretion of the Construction Manager.

CONTRACT NO. A-21 – SPECIAL SYSTEMS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 078400	Fire Stopping
Section 078443	Joint Firestopping
Section 079200	Joint Sealants
Division 11	Equipment
Division 14	Conveying System
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Heating, Ventilating and Air Conditioning
Division 26	Electrical
Section 260731	Wireless Clock System
Section 260771	Intercom/Telecom Communication and Clock System
Section 260772	Cafetorium Sound Reinforcement System
Division 27	Communications
Section 280721	Fire Alarm and Detection System
Section 280724	Area Rescue System
Section 280725	Intrusion Detection System
Section 280727	Integrated Access Control & Security Management System
Division 31	Earthwork
Division 32	Exterior Improvements
Division 33	Utilities

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete Life Safety System including Fire Alarm, Area Rescue System, Intrusion and Detection and Sound System. Provide intercom/telecommunication and clock system.
2. Provide complete audio/audiovisual system.
3. Provide a complete CCTV, intercom, telecommunications, area rescue system, intrusion detection, cafetorium sound reinforcement system, sound, security, time clock systems. However, this contractor must coordinate with Electrical Contractor as indicated on the drawings and as specified. The Electrical Contractor shall provide all device boxes, conduit and pull strings to circuits for special systems as indicated and also to provide 120 Volt circuits for all Special Systems.
4. Provide complete fire alarm system is to be provided by this contractor. Water flow devices

are supplied and installed by the Sprinkler Contractor and wired by this Contractor. Include tie-in to fire sprinkler flow and tamper switch.

5. Provide card access system. Provide coordination with door and frame installation for a complete system. This contractor shall provide wiring from panel to door contact and from panel to power transfer. Electrical Contractor shall provide conduit to door frame.
6. Provide penetrations through walls, floors, etc., including cutting, patching and fire safing.
7. Provide video/local origination and distribution system.
8. Provide and coordinate for inspections and testing.
9. Provide permits for work of this contract.
10. Provide coordination of the work of this contract with the Electrical Contractor, including final equipment locations.
11. Smart boards will be supplied by Owner and mounted and terminated by this contractor. The Carpentry & General Works Contractor will install the clips and blocking to the wall for hanging.
12. Provide fire resistive sealants for the work of this contract.
13. Provide pricing for all alternates as described in Section 012300-Alternates.
14. Provide locking.
15. Provide digital keypad access control devices.
16. Carpentry & General Works contractor shall provide defibrillators and cabinets. The electrical Contractor will provide power and raceway. Provide alarm connection.
17. Provide card reader terminations and programming at elevator.
18. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
19. Provide fully coordinated shop drawings with MEP Trades and BIM Coordinator within 8 weeks from award of project.
20. The hardware for exterior gates will be provided by the Carpentry & General Works Contractor. These gates and locations are indicated on the Civil Drawings. The Sitework Contractor shall provide the gates, associated adjacent fencing and balance of hardware as indicated on the door hardware schedule. The Electrical & Special System Contractors shall

provide all power and coordination with fire alarm integration.

21. Provide all special systems (CCTV, sound, security, time clock,). This contractor must coordinate with Electrical Contractor as indicated on the drawings and as specified.
22. Provide cable distribution for all Special Systems Contractor.
23. Provide all required devices for door release at Doors A123, A124A, EXC111 & EXC 102.
24. Provide daily fine cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Daily Fine clean up, on a daily basis, shall be defined as those means/methods utilized to perform the daily cleaning tasks without producing dust, noise and stacking of stored materials. Furnish fine clean up on a daily basis. All debris must be removed from the work area at the end of each work day to the appropriate dumpster.
25. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
26. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.

CONTRACT NO. A - 22: TESTING & BALANCING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials, and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 11	Equipment
Division 14	Conveying System
Division 21	Fire Suppression
Division 22	Plumbing
Division 23	Heating, Ventilating and Air Conditioning
Section 230950	Testing & Balancing of Mechanical Systems
Division 26	Electrical
Division 27	Communications
Division 28	Electronic Safety and Security

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide water and air testing and balancing.
2. Contractor shall prepare, at a minimum, a preliminary balance report for the New Castle County Final Inspection.
3. Provide pricing for all alternates as described in Section 012300-Alternates.
4. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
5. Provide complete signed and sealed testing report prior to substantial completion and final inspection as required by county L&I.
6. This contractor has been allotted 30 days to complete all work and provide final, sealed balancing report by the Construction Manager. This contractor will need to work closely with the Construction Manager and all MEP trades to sequence work so that the completion of the balancing is completed in a manner that does not delay acceptance from NCC or ASD.
7. Provide confirmation of duct testing completed by Mechanical Contractor.
8. This contractor must provide all lifts or scaffold means to access all elements.

9. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
10. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. ASD and EDiS will not be responsible for any lost tools, materials or equipment.

END OF SECTION

SECTION 012100 - ALLOWANCES

1. RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- E. Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- F. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- G. Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- A. The amount of each allowance includes:
 - 1. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
 - 4. Applicable taxes.

5. Profit and overhead.
- B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
 1. Handling at the site; including unloading, uncrating and storage.
 2. Protection from the elements and from damage.
 3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 4. Other expenses required to complete the installation.
 5. Contractor's and Subcontractor's overhead and profit.
- C. Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.
3. ADJUSTMENT OF COSTS
 - A. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
 1. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
 - B. At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

SECTION 012200 - UNIT PRICES

1. GENERAL PROVISIONS

- A. The general provision of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- B. The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

3. UNIT PRICES

- A. State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- B. See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- C. For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- D. Where both add and deduct unit prices are requested, there shall not be more than a 10% variation between the two.

4. APPLICATION OF UNIT PRICES

- A. Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

- A. Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.

- B. At the Contractor's option, and at his expense, measurement may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>Add</u>	<u>BULK</u> <u>Deduct</u>	<u>TRENCH</u> <u>Add</u>	<u>Deduct</u>
1. Price per cubic yard for earth excavation.	_____c/y	_____c/y	_____c/y	_____c/y
2. Additional mass concrete in footings.	_____c/y	_____c/y	_____c/y	_____c/y
3. Price per cubic yard for concrete in foundation walls (including forms and reinforcement)	_____c/y	_____c/y	_____c/y	_____c/y
4. Price per cubic yard for reinforced concrete on grade.	_____c/y	_____c/y	_____c/y	_____c/y
5. Price per cubic yard for reinforced concrete. Including forms) for structural slabs above grade	_____c/y	_____c/y	_____c/y	_____c/y
6. Price per cubic yard for excavation and backfill With select material	_____c/y	_____c/y	_____c/y	_____c/y

END OF SECTION

SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

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

B. Refer to provisions in AIA Document A232 – 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.

C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.

B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

A. State in the Bid Form the amount to be added to the Base Bid for each Alternate specified.

B. See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.

C. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

Alternate No. 1: Landscape Irrigation at Building

- a. Base Bid: Provide landscaping as indicated on the drawings
- b. Alternate: Provide an irrigation system around the building. Connect to 2" waterline at northwest side of building as shown on Utility Plan. The extent of the irrigation area is from the face of building to back of curb as indicated on the Landscape Plan.

Alternate No. 2: Multi-Purpose Field Irrigation

- c. Base Bid: Provide 2" waterline with hose reel connection that starts at the 2" waterline on the northwest side of building, crossing travel lane and terminating at the corner of multi-purpose field.
- a. Alternate: Provide an irrigation system that covers the multi-purpose field as indicated on the landscape plan.

Alternate No. 3: Playground Equipment

- a. Base Bid: Provide large Play Assembly Items, playing surface and fencing around playground and equipment as depicted on Landscape Plan.
- b. Alternate: 3.A – Provide Swing Assembly Items as depicted on Landscape Plan.
- c. Alternate: 3.B – Provide Play Assembly Items as depicted on Landscape Plan.
- d. Alternate: 3.C – Provide Play Items as depicted on Landscape Plan. (3-Saddle Seats, Ten Spin and Tarantula Climber).

Alternate No. 4: Brick Veneer on Parking Lot Elevation

- a. Base Bid: Provide split face CMU and cast stone bands to the parking lot elevations shown on the drawings.
- b. Alternate: Provide brick veneer and cast stone bands in lieu of split face CMU.

Alternate No. 5: LVT instead of VCT

- a. Base Bid: Install vinyl composition tile (VCT) in locations indicated on the room finish schedule.
- b. Alternate: Install luxury vinyl tile (LVT) instead of vinyl composition tile (VCT) in locations indicated on the room finish schedule.

Alternate No. 6: Acoustical Clouds in Library

- a. Base Bid: Provide ACT and down lights as indicated in Library
- b. Alternate: Provide ACT and acoustical clouds in the library with pendant light fixtures as indicated and sprinkler heads for above and below clouds.

Alternate No. 7: GWB and Acoustical Clouds in Lobby

- a. Base Bid: Provide ACT ceilings in the Lobby, 2x2 light fixtures and three (3) 2x2 diffusers as indicated on the drawings.
- b. Alternate: Delete the ACT ceilings in the Lobby and provide drywall ceiling and acoustical clouds. Provide sprinkler heads for above and below clouds. Provide three (3) sidewall diffusers.

Alternate No. 8: GWB and Acoustical Clouds at Commons Areas

- a. Base Bid: Provide ACT ceilings in the Commons Areas and Provide down light fixtures as indicated on the drawings.
- b. Alternate: Delete the ACT ceilings in the Commons Areas and provide drywall ceilings and acoustical clouds. Provide pendant light fixtures as indicated and provide sprinkler heads for above and below clouds

Alternate No. 9: Trees along Mapleton Avenue & Raleigh Street

- a. Base Bid: Provide trees along Mapleton Avenue and Raleigh Street as indicated on the Landscape Plan drawings.
- b. Alternate: Provide same quantity of trees, located as shown on the Landscape Plan. Instead of 2 ½" diameter, increase them to 4" diameter trees.

Alternate No. 10: Ceramic Tile

- a. Base Bid: No ceramic tile in Corridors A122, B124, A221, and B215, Lobby B128, Vestibule B120, Stair B-S1, and Waiting B2015.
- b. Alternate: Provide ceramic tile in Corridors A122, B124, A221, and B215, Lobby B128, Vestibule B120, Stair B-S1, and Waiting B205 as shown on the Room Finish Schedule and Interior Elevations.

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- D. It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER:

- A. Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
 - 1. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
 - 2. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.

-
3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.
 - B. The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.
3. PROCESSING A CHANGE ORDER:
- A. The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.
 - B. The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.
 - C. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
 - D. "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, FICA, and unemployment insurance.
 1. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.
 2. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.
 3. "FICA" is the costs association with Social Security and Medicare insurance.
 4. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.
 - E. "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.
 - F. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.

- G. Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:
1. Create a new change order, from your "To-Do List" by clicking on the "Create Issue" tab in the upper right corner and select "Change Order Request".
 2. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
 3. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
 4. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.
 5. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

It is to be clearly stated that no extra work shall commence without an approval from the **Owner or Construction Manager** or Owner's representative.

END OF SECTION



CHANGE ORDER DETAIL FORM
(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Whitehall Elementary School

CHANGE ORDER REQUEST #:

LABOR SECTION

TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Subtotal			

MATERIAL SECTION

MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION

EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

SUBTOTAL

SUBCONTRACTOR/ SUB TIER*

OH & PROFIT (7.5% on sub/sub tier only))

BOND COST

OH & PROFIT (15% on own work)

GRAND TOTAL

3/2012



LABOR DETAIL FORM

(Provided by contractor, subcontractor, or sub-tier contractor)

DATE:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Whitehall Elementary School

CHANGE ORDER REQUEST #:

CLASSIFICATION:			
Base Wage Rate:			
Health Insurance			
Holidays			
Sick Days			
Life Insurance			
Disability Insurance			
Dental Insurance			
Company Vehicle			
401K			
Education			
Other (<i>specify below</i>)			
Subtotal			
Posted Prevailing Rate			
FICA (Social Security & Medicare)			
SUTA (State Unemployment)			
FUTA (Federal Unemployment)			
General Liability Insurance			
Worker's Compensation			
Total Wage Rate			

SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

- A. The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and profit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

1. 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
 2. For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
 3. Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- B. When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

3. RELATED REQUIREMENTS

- A. Owner-Contractor Agreement.
- B. Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- C. Section 01 31 13: Project Coordination Meetings
- D. Section 01 33 00: Submittal Procedures
- E. Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

- A. Submit itemized applications inputted into Building Blok (EDiS' Web-Based Project Management software), examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- B. Provide itemized data on Continuation Sheet:
 - 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.
- C. Once approved on Building Blok, print out two copies and submit signed and notarized copies to the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

A. Form: AIA Document G702/CMa

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

B. Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted with the first application for payment.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.
5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

A. Complete Payment Applications:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

- B. Number: Submit 2 copies of each Building Blok invoice signed and notarized payment application.

END OF SECTION

SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

- A. An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

- A. Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- B. The representative of the Contractor shall be the Project Manager and field superintendent, unless a substitute representative has been approved by the Construction Manager.
- C. Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site, and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

- A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- B. At a minimum, the Contractor shall be prepared to discuss the following:
1. Actual vs. as planned progress for the prior two week period.
 2. Planned construction activities for the next four weeks.
 3. Contract document clarifications.
 4. Coordination items with other contractors.
 5. Quality Control.
 6. Recently issued change orders.
 7. Potential change orders.
 8. Submittals and shop drawings.
 9. Other items requiring Construction Manager's attention.

END OF SECTION

SECTION 013119 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

- A. An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

2. ATTENDANCE

- A. Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

- B. The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

3. SUBMITTALS

- A. Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

4. LIST OF REQUIRED MEETINGS

- Sitework – Erosion and Sediment Control
- Sitework
 - Bulk Grading
 - Asphalt Paving & Striping
 - Concrete Curbs, Gutters, & Sidewalks
 - Site Utilities
 - Cold Fluid-Applied Waterproofing
- Landscaping
- Foundations & Concrete Slabs
 - Cast In Place Concrete
 - Concrete Floor Sealer
 - Glass-Fiber-Reinforced Concrete (GFRC)

-
- Bentonite Waterproofing
 - Structural Steel Erection & Miscellaneous Metals (OSHA mandated Safety Meeting)
 - Roofing (OSHA mandated Safety Meeting)
 - Asphalt Shingles
 - Formed Metal Roof Panels
 - Soffit Panels
 - EPDM Roofing System
 - Sheet Metal Flashing and Trim
 - Building Envelope
 - Exterior Structural Stud Assembly
 - Cold-Formed Metal Framing
 - Fiber-Cement Siding
 - Joint Sealants
 - Masonry & Stone
 - Precast Architectural Concrete
 - Unit Masonry
 - Water Repellants
 - Curtain Wall/Glazing/Storefronts
 - Aluminum Entrances and Storefronts
 - Aluminum Windows
 - Glazing
 - Doors/Frames/Hardware
 - Hollow Metal Doors & Frames
 - Flush Wood Doors
 - Accordion Folding Fire Door
 - Applied Fireproofing
 - Penetration Firestopping
 - Joint Firestopping
 - Manufactured Plastic-Laminate-Faces Casework
 - Acoustical Ceilings/Tackable Wall Panels
 - Folding Panel Partitions
 - Visual Display Boards
 - Painting
 - Flooring (Resinous Flooring, VCT, Tile Carpet)
 - Tile
 - Fire Extinguishers
 - Metal Lockers
 - Stage Curtains
 - Gymnasium Equipment
 - Kitchen Equipment
 - Elevator
 - Wheel Chair Lifts
 - Fire Protection
 - Fire Sprinkler Systems
 - MEP Coordination
 - Mechanical Piping Roughin

-
- Plumbing Roughin
 - Insulation
 - Electrical Roughin
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning
 - Voice/Data Low Voltage Wiring
 - Security System
 - Fire Alarm

5. AGENDA

- A. At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:

PROJECT: WHITEHALL ELEMENTARY SCHOOL
PRE-INSTALLATION MEETING: (Insert Phase of Work)

A. ATTENDEES:

<u>NAME</u>	<u>COMPANY</u>	<u>WORK ITEM</u>	<u>CONTRACT</u>

B. TESTING & INSPECTION REQUIREMENTS (*THESE REQUIREMENTS COME FROM THE PROJECT MANUAL*)

C. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS

<u>Drawing / Spec No.</u>	<u>Comments / Conflicts</u>

D. REVIEW SCOPES OF WORK (*SEE SECTION 011100 IN THE PROJECT MANUAL*)

E. REVIEW RELEVANT RFI'S

F. REVIEW SUBMITTALS (*SEE THE SUBMITTAL REGISTER*)

G. REVIEW MATERIALS AND DELIVERIES

H. REVIEW SCHEDULE AND SEQUENCE OF WORK

I. JOB SITE SAFETY (*SEE THE CONTRACTOR'S SAFETY PROGRAM OR OSHA*)

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
 - Excavations >4 ft
 - Slips/trips/falls
 - Existing utilities to remain and protected
 - Overhead debris
 - Power tools
 - Heavy equipment

J. COORDINATION WITH OTHER TRADES

K. ACTION ITEMS AND RESPONSIBILITY

END OF SECTION

SECTION 013125- WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 - 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- E. Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.
- C. In addition to this web-based project management system, the Contractors will be required to

use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

4. QUALITY ASSURANCE

- A. A three hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.
- B. Technical assistance will be provided by on-line help, email, or telephone for all Users throughout the life of the project.

5. SUBMITTALS

- A. Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:
 - 1. Electronic logo of organization (as needed)
 - 2. Names, mailing address and electronic address of its Users and Contacts.
 - 3. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high speed internet access and an email address. The computer shall have a high speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.
- B. License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

7. SYSTEM DESCRIPTION

- A. The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.
- B. The system contains a directory of the project participants.

- C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- G. The system is the product of **Building Blok LLC** (www.buildingblok.com) and will be continuously updated.
- H. The Construction Manager will administer the Building Blok User accounts for this project.

8. DOCUMENTS CREATED INSIDE THE SYSTEM

- A. The following documents shall be created on templates inside the system.
 - 1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
 - 2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
 - 3. Submittal Log: The CM will maintain submittal log after it is initialized.
 - 4. RFI (Requests for Information)
 - 5. Change Orders
 - 6. RFP (Requests for Proposal)
 - 7. ASI (Architect's Supplemental Instructions)
 - 8. Tasks & Memos as determined by the CM
 - 9. Payment Applications
 - 10. Closeout Tracking Log
- B. The following documents may, at each Users option, be created on the system.
 - 1. Morning & Afternoon Activity Reports generated by the system
 - 2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
 - 3. Reports of information on the system
 - 4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.
1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
 2. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
 3. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
 4. Change Orders: (The "pencil" review of these documents can occur inside the system.)
 5. Schedules: The schedule document(s) will be available for review on the system.
 6. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.
1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
 2. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
 3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
 4. AIA closeout documents, which require an "original" signature, will be created and distributed outside the system.

END OF SECTION

SECTION 013216 - CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

- A. Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- B. The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- A. After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery and installation. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.
- B. The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule. The approved Project Construction Schedule shall be issued to the Contractor and the Contractor shall perform his Work in conformity therewith.
- C. The Contractor shall submit proposed schedule revisions and obtain the written

approval of the Construction Manager therefore before deviating from the Project Construction Schedule.

- C. The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule, and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary.

3. ADHERENCE TO THE SCHEDULE

- A. The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- B. If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment and materials and/or overtime as the Construction Manager may deem necessary. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- C. Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.

4. PROJECT MILESTONE SCHEDULE

- A. See Project Milestone Schedule attached.

END OF SECTION



APPOQUININIK SCHOOL DISTRICT
WHITEHALL ELEMENTARY SCHOOL
BID SCHEDULE



Appoquininik School District
THE WORLD IS OUR CAMPUS

ID	Task Name	Duration	Start	Finish	Qtr 2	2017	Qtr 3	Qtr 4	2018	Qtr 1	Qtr 2	2019	Qtr 3	Qtr 4
1	WHITEHALL - ELEMENTARY SCHOOL	700 days?	Wed 12/28/16	Wed 9/4/19										
2	WHITEHALL ES - PRECONSTRUCTION & DESIGN ACTIVITIES	245 days	Wed 12/28/16	Tue 12/5/17										
103	WHITEHALL ES - BIDDING & AWARD ACTIVITIES	78 days	Fri 10/6/17	Tue 1/23/18										
104	A/E reviews CD's from DPM/DCE Review & Plan Check	6 days	Fri 10/6/17	Fri 10/13/17										
105	EDS Rec/Prepares Bid Pack Documents for Bidding	11 days	Fri 10/6/17	Fri 10/20/17										
106	Submit to Government Support Services (GSS) for Review	1 day	Mon 10/23/17	Mon 10/23/17										
107	GSS Post to MTNARETH/ACE.COM	10 days	Tue 10/24/17	Mon 11/6/17										
108	1st Bid Advertisement	1 day	Tue 11/7/17	Tue 11/7/17										
109	2nd Bid Advertisement	1 day	Mon 11/13/17	Mon 11/13/17										
110	Pre-Bid Meeting (3:00 PM)	1 day	Thu 11/16/17	Thu 11/16/17										
111	Bidding Period	14 days	Fri 11/17/17	Wed 12/6/17										
112	Bid Opening (2:00 PM)	1 day	Thu 12/7/17	Thu 12/7/17										
113	Bid Review & Recommendation to Owner	1 day	Fri 12/8/17	Thu 12/14/17										
114	Contract Presented at School Board Mtg	1 day	Tue 12/19/17	Tue 12/19/17										
115	Letters of Intent Issued and Contracts Awarded	10 days	Wed 1/2/18	Tue 1/23/18										
116	WHITEHALL ES - CONSTRUCTION ACTIVITIES	353 days?	Wed 1/10/18	Fri 5/17/19										
117	SITING WORK	61 days	Wed 1/24/18	Wed 4/18/18										
118	D/D/DOT Presentation Meeting	1 day	Wed 1/24/18	Wed 1/24/18										
119	Mobilize	5 days	Thu 2/1/18	Wed 2/7/18										
120	Install G/EC/2 Sediment & Erosion Control Measures	10 days	Thu 2/8/18	Wed 2/21/18										
121	Permitting Sitework & Utility Installations Under Slab	40 days	Thu 2/22/18	Wed 4/18/18										
122	Critical Submissions	40 days	Wed 1/10/18	Tue 3/6/18										
128	Material Load-times	65 days	Wed 1/31/18	Tue 5/29/18										
134	BUILDING FOUNDATIONS & SLABS	74 days	Thu 3/29/18	Tue 7/10/18										
135	Foundations	49 days	Thu 3/29/18	Tue 6/5/18										
142	MEP Under-slab	35 days	Mon 5/7/18	Fri 6/22/18										
146	Slab On Grade	42 days	Mon 5/14/18	Tue 7/10/18										
170	BUILDING STRUCTURE & ENVELOPE	235 days?	Tue 5/22/18	Mon 4/15/19										
171	Structural Masonry	61 days	Tue 5/22/18	Tue 6/14/18										
176	Structural Steel	76 days	Thu 5/31/18	Thu 9/13/18										
183	Slab On Deck	22 days	Mon 7/23/18	Tue 8/14/18										
186	Building Envelope	141 days?	Mon 7/9/18	Mon 1/21/19										
218	Metal Stud Installations	60 days	Mon 7/9/18	Fri 9/28/18										
228	Mechanical & Electrical Component Installations	193 days	Thu 7/19/18	Mon 4/15/19										
275	INTERIOR FINISHES	164 days	Mon 9/18/18	Thu 4/18/19										
276	Drywall, Insulation & Finishing	72 days	Mon 9/24/18	Tue 12/11/18										
280	Prime & Paint 1st Coat	72 days	Mon 9/24/18	Tue 1/1/19										
284	Acoustical Ceiling Grid Installation	69 days	Mon 9/24/18	Thu 12/27/18										
288	GRO Lighting & Fire Alarm Device Installations	43 days	Fri 11/16/18	Tue 1/15/19										
292	Acoustical Ceiling Tile Installation	38 days	Thu 12/6/18	Thu 1/24/19										
296	Flooring Installations	58 days	Fri 12/14/18	Tue 3/5/19										
300	Millwork & Door Installations	46 days	Tue 1/22/19	Tue 3/26/19										
304	Kitchen Equipment	40 days	Fri 2/22/19	Thu 4/18/19										
307	Final Paint & Specialty Items	41 days	Tue 2/12/19	Tue 4/9/19										
316	LANDSCAPING & SITEWORK COMPLETION	107 days	Tue 12/18/18	Wed 5/15/19										
321	FINAL TESTING AND PERMITTING	21 days	Fri 4/19/19	Fri 5/17/19										
322	COMMISSIONING & PUNCHLIST	50 days	Thu 7/18/19	Thu 7/12/19										
323	OWNER MOVE-IN AND SETUP OF FF&E	40 days	Mon 5/20/19	Fri 7/12/19										
323	1st DAY OF SCHOOL	0 days	Wed 9/4/19	Wed 9/4/19										

SECTION 013219 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- A. The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- B. The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- C. Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- A. Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- B. Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product Identifier.

END OF SECTION



Appoquinimink School District
Whitehall Elementary School
Bid Package A
Submittal Register



Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
33000	Cast In Place Concrete		Product Data	For each type of product.	
			Design Mixtures	For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. 1. Indicate amounts of mixing water to be withheld for later addition at Project site.	
			Shop Drawings	Steel Reinforcement: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.	
			Qualification Data	For Installer	
			Certificates	Welding Certificates ~~Material Certificates: For each of the following, signed by manufacturers:~~	
				1. Cementitious materials. 2. Admixtures. 3. Form materials and form-release agents. 4. Steel reinforcement and accessories. 5. Fiber reinforcement. 6. Waterstops. 7. Curing compounds. 8. Floor and slab treatments. 9. Bonding agents. 10. Vapor retarders. 11. Semirigid joint filler. 12. Joint-filler strips. 13. Repair materials.	
			Certificates		
			Reports	Material Test Reports: For the following, from a qualified testing agency:	
			Reports	Field Quality Control Reports	
			Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
33600	Concrete Floor Sealer		Product Data	For each type of product.	
			Manufacturers Installation Instructions	Manufacturers Installation Instructions	
34500	Precast Architectural Concrete		Product Data	For each type of product.	
			Design Mixtures	For each precast concrete mixture. Include compressive strength and water-absorption tests. 1. Detail fabrication and installation of architectural precast concrete units. 2. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit. 3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish. 4. Indicate details at building corners.	
			Shop Drawings		



Appoquinimink School District
Whitehall Elementary School
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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Samples	Design reference samples for initial verification of design intent, for each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of three, representative of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches. 1. When other faces of precast concrete unit are exposed, include Samples illustrating workmanship, color, and texture of backup concrete as well as facing concrete. a. Grout Samples for Initial Selection: Color charts consisting of actual sections of grout showing manufacturer's full range of colors. b. Grout Samples for Verification: Showing color and texture of joint treatment.	
			Delegated Design Submittal	For architectural precast concrete indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation. 1. Show governing panel types, connections, types of reinforcement, including special reinforcement, and concrete cover on reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from architectural precast concrete.	
			Qualification Data	For fabricator.	
			Certificates	Welding certificates.	
			Certificates	For the following items: 1. Cementitious materials. 2. Admixtures. 3. Stone anchors.	
			Reports	Material Test Reports: For aggregates.	
			Reports	Source quality-control test reports.	
			Reports	Field quality-control reports.	
34900	Glass Fiber Reinforced Concrete(GFRC)		Product Data	For each type of product. Include GFRC design mixes.	
			Shop Drawings	Show fabrication and installation details for GFRC panels including the following: 1. Panel elevations, sections, and dimensions. 2. Thickness of facing mix, GFRC backing, and bonding pads for typical panels. 3. Finishes. 4. Joint and connection details. 5. Erection details. 6. Panel frame details for typical panels including sizes, spacings, thicknesses, and yield strengths of various members. 7. Locations and details of connection hardware attached to structure. 8. Sizes, locations, and details of flex, gravity, and seismic anchors for typical panels. 9. Other items sprayed into panels. 10. Erection sequence for special conditions. 11. Relationship to adjacent materials. 12. Description of loose, cast-in, and field hardware.	
			Samples	For each type of finish indicated on exposed GFRC surfaces, representative of finish, color, and texture variations expected, approximately 12 by 12 inches by actual thickness.	
			Delegated-Design Submittal	For GFRC panels, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Qualification Data	For Manufacturer	
			Certificates	Welding Certificates	
			Reports	Source Quality-Control Test Reports: For GFRC, inserts, and anchors.	
42000	Unit Masonry		Product Data	For each type of product.	
			Shop Drawings	For the following: 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes. 2. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls. 3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.	
			Samples for Initial Selection	1. Decorative CMUs, in the form of small-scale units. 2. Clay face brick. 3. Colored mortar. 4. Weep holes/cavity vents.	
			Samples for Verification	For each type and color of the following: 1. Decorative CMUs. 2. Clay face brick. 3. Special brick shapes. 4. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project. 5. Weep holes and cavity vents. 6. Accessories embedded in masonry	
			Certificates	For each type and size of the following: 1. Masonry units. a. Include data on material properties. b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances. c. For exposed brick, include test report for efflorescence according to ASTM C 67. 2. Integral water repellent used in CMUs. 3. Cementitious materials. Include name of manufacturer, brand name, and type. 4. Mortar admixtures. 5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients. 6. Grout mixes. Include description of type and proportions of ingredients. 7. Reinforcing bars. 8. Joint reinforcement. 9. Anchors, ties, and metal accessories	
			Mix Designs	For each type of mortar and grout. Include description of type and proportions of ingredients.	
			Statement of Compressive Strength of Masonry	For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6	
			Cold-Weather and Hot-Weather Procedures	Detailed description of methods, materials, and equipment to be used to comply with requirements.	
51200	Structural Steel Framing		Product Data	For each type of product	



Appoquinimink School District
Whitehall Elementary School
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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
				Show fabrication of structural-steel components. 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data. 2. Include embedment Drawings. 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain. 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.	
			Shop Drawings		
			Delegated Design Submittal	For structural-steel connections indicated to comply with design loads, include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	
			Qualification Data	For Installer and fabricator	
			Certificates	Welding certificates.	
			Reports	Mill test reports for structural steel, including chemical and physical properties.	
				Product Test Reports: For the following: 1. Bolts, nuts, and washers including mechanical properties and chemical analysis. 2. Direct-tension indicators. 3. Tension-control, high-strength, bolt-nut-washer assemblies. 4. Shear stud connectors. 5. Shop primers. 6. Nonshrink grout.	
			Reports		
			Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
52100	Steel Joist Framing		Product Data	For each type of joist, accessory and product. 1. Include layout, designation, number, type, location, and spacing of joists. 2. Include joining and anchorage details; bracing, bridging, and joist accessories; splice and connection locations and details; and attachments to other construction.	
			Shop Drawings		
			Qualification Data	For manufacturer and professional engineer.	
			Certificates	Manufacturer certificates.	
53100	Steel Decking		Product Data	For each type of deck, accessory, and product indicated. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.	
			Shop Drawings		
			Certificates	Welding certificates.	
			Certificates	Product Certificates: For each type of steel deck.	
				Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements: 1. Power-actuated mechanical fasteners. 2. Acoustical roof deck.	
			Reports		
			Reports	Evaluation Reports: For steel deck, from ICC-ES.	
			Reports	Field quality-control reports.	
54000	Cold Formed Metal Framing		Product Data	For each type of product. 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners. 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.	
			Shop Drawings		
			Delegated Design Submittal	For cold-formed steel framing.	
			Qualification Data	For testing agency.	
			Certificates	Welding certificates.	
			Certificates	Product Certificates: For each type of code-compliance certification for studs and tracks.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
				Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency. 1. Steel sheet. 2. Expansion anchors. 3. Power-actuated anchors. 4. Mechanical fasteners. 5. Vertical deflection clips. 6. Horizontal drift deflection clips 7. Miscellaneous structural clips and accessories.	
			Reports		
			Reports	Evaluation Reports: For nonstandard cold-formed steel framing, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.	
			Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
55000	Metal Fabrications		Product Data	For the following: 1. Paint products. 2. Grout.	
			Shop Drawings	and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following: 1. Steel framing and supports for operable partitions. 2. Steel framing and supports for overhead doors. 3. Steel framing and supports for countertops. 4. Steel tube reinforcement for low partitions. 5. Steel framing and supports for mechanical and electrical equipment. 6. Steel framing and supports for applications where framing and supports are not specified in other Sections. 7. Elevator machine beams, hoist beams, and divider beams. 8. Steel shapes for supporting elevator door sills. 9. Shelf angles. 10. Metal ladders. 11. Elevator pit sump covers. 12. Metal downspout boots. 13. Loose steel lintels.	
			Delegated Design Submittal	For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	
			Qualification Data	For professional engineer.	
			Certificates	Welding certificates.	
			Certificates	Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats	
			Reports	Research/Evaluation Reports: For post-installed anchors, from ICC-ES.	
55113	Metal Pan Stairs		Product Data	For metal pan stairs.	
			Shop Drawings	Include plans, elevations, sections, details, and attachments to other work.	
			Delegated Design Submittal	For stairs, railings,, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Qualification Data	For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that engineer is licensed in the State in which Project is located.	
			Certificates	Welding certificates.	
55213	Pipe and Tube Railings		Product Data	For the following: 1. Manufacturer's product lines of mechanically connected railings. 2. Railing brackets. 3. Grout, anchoring cement, and paint products.	
			Shop Drawings	Include plans, elevations, sections, details, and attachments to other work.	
			Samples for Initial Selection	For products involving selection of color, texture, or design, including mechanical finishes.	
			Samples for Verification	For each type of exposed finish required. 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters. 2. Fittings and brackets. 3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height. a. Show method of connecting members at intersections.	
			Delegated Design Submittal	For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	
			Qualification Data	For testing agency.	
			Certificates	Welding certificates.	
			Certificates	Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.	
			Reports	Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.	
			Reports	Evaluation Reports: For post-installed anchors, from ICC-ES.	
61000	Rough Carpentry		Product Data	For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.	
			Fastener Patterns	Full-size templates for fasteners in exposed framing.	
			Reports	Evaluation Reports: For the following, from ICC-ES: 1. Wood-preserved-treated wood. 2. Fire-retardant-treated wood. 3. Power-driven fasteners. 4. Powder-actuated fasteners.	
61600	Sheathing		Product Data	For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details. 1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials. 2. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516. 3. For products receiving waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Reports	Evaluation Reports: For the following, from ICC-ES: 1. Fire-retardant-treated plywood.	
62013	Exterior Finish Carpentry		Product Data	For each type of product indicated. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.	
			Samples	For each exposed product and for each color and texture specified, 8 inches square in size.	
			Qualification Data	For Installer.	
			Certificates	Product Certificates: For cementitious materials for molding and trim, from manufacturer.	
			Sample Warranty	For manufacturer's warranties.	
			Operation and Maintenance Data	Maintenance Data: For manufactured molding and trim to include in maintenance manual	
			Warranty		
62023	Interior Finish Carpentry		Product Data	For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details. 1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. 2. Include copies of warranties from chemical treatment manufacturers for each type of treatment.	
			Samples for Initial Selection	For each type of paneling indicated.	
			Samples for Verification	1. For each species and cut of lumber and panel products with non-factory-applied finish, with 1/2 of exposed surface finished, 50 sq. in. for lumber and 8 by 10 inches for panels.	
			Reports	Research/Evaluation Reports: Showing that fire-retardant-treated wood complies with building code in effect for Project.	
			Warranty	Special warranty specified in this Section.	
64023	Interior Architectural Woodwork		Product Data	For high-pressure decorative laminate, adhesive for bonding plastic laminate, cabinet hardware and accessories and finishing materials and processes.	
			Shop Drawings	Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components. 1. Show details full size. 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections. 3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers and other items installed in architectural woodwork.	
			Samples for Initial Selection	1. Wood stain.	
			Qualification Data	For Installer.	
			Certificates	Product Certificates: For each type of product, signed by product manufacturer.	
			Certificates	Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.	
71416	Cold Fluid Applied Waterproofing		Pre-Installation Conference Minutes	Conduct conference at Project site. 1. Review waterproofing requirements including, but not limited to, the following: a. Surface preparation specified in other Sections. b. Minimum curing period. c. Forecasted weather conditions. d. Special details and sheet flashings. e. Repairs. f. Field quality control.	



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			Product Data	For each type of product. 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing. 2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.	
			Shop Drawings	1. Show locations and extent of waterproofing. 2. Include details for substrate joints and cracks, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.	
			Samples	For each exposed product and for each color and texture specified.	
			Qualification Data	For Installer.	
			Reports	Field quality-control reports.	
			Sample Warranty	For special warranties.	
			Warranty	Manufacturer's Special Warranty: Manufacturer agrees to repair or replace waterproofing that fails in materials or workmanship within specified warranty period. 1. Warranty Period: Five years from date of Substantial Completion.	
71700	Bentonite Waterproofing		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, and installation instructions.	
			Shop Drawings	Include installation details for waterproofing, penetrations, and interface with other work.	
			Samples	For each of the following products, in sizes indicated: 1. Waterproofing: 6 inches square. 2. Molded-Sheet Drainage Panels: 6 inches square.	
			Certificates	Product Certificates: For each type of waterproofing material.	
			Reports	Field quality-control reports.	
			Sample Warranty	For manufacturer's special warranty.	
			Warranty	Special Warranty: Manufacturer and Installer agree(s) to repair or replace components of bentonite waterproofing system that fail in materials or workmanship within specified warranty period. 1. Warranty Period: 10 years, non-prorated, from date of Substantial Completion.	
71900	Water Repellents		Product Data	For each type of product. 1. Include manufacturer's printed statement of VOC content. 2. Include manufacturer's recommended number of coats for each type of substrate and spreading rate for each separate coat.	
			Samples	For each type of water repellent and substrate indicated, 12 by 12 inches in size, with specified water-repellent treatment applied to half of each Sample.	
			Qualification Data	For Applicator.	
			Certificates	Product Certificates: For each type of water repellent.	
			Sample Warranty	For special warranty.	
			Warranty	Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in "Performance Requirements" Article within specified warranty period. 1. Warranty Period: 10 years from date of Substantial Completion.	
72100	Thermal Insulation		Product Data	For each type of product	
			Reports	Product Test Reports: For each product, for tests performed by a qualified testing agency.	
			Reports	Evaluation Reports: For foam-plastic insulation, from ICC-ES.	



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72119	Foamed In Place Insulation		Product Data	For each type of product.	
			Qualification Data	For Installer.	
			Reports	Product Test Reports: For each product, for tests performed by a qualified testing agency.	
			Reports	Evaluation Reports: For spray-applied polyurethane foam-plastic insulation, from ICC-ES.	
73113	Asphalt Shingles		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product indicated.	
			Samples for Initial Selection	For each type of asphalt shingle indicated. 1. Include similar Samples of accessories involving color selection.	
			Samples for Verification	For the following products, of sizes indicated: 1. Asphalt Shingles: Full size. 2. Underlayment: 12 by 12 inches. 3. Ice dam protection: 12 by 12 inches.	
			Qualification Data	For Installer.	
			Reports	For each type of asphalt shingle and underlayment product indicated, for tests performed by manufacturer and witnessed by a qualified testing agency.	
			Reports	For synthetic underlayment, from ICC-ES or other testing and inspecting agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes.	
			Sample Warranty	For manufacturer's warranty	
			Operation and Maintenance Data	For asphalt shingles to include in maintenance manuals.	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Asphalt Shingles: 100 sq. ft. of each type, in unbroken bundles	
			Warranty	Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period. 1. Failures include, but are not limited to, the following: a. Manufacturing defects. 2. Material Warranty Period: 40 years from date of Substantial Completion, prorated, with first 15 years nonprorated. 3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 15 years from date of Substantial Completion. 4. Workmanship Warranty Period: Two years from date of Substantial Completion	
74113.13	Formed Metal Roof Panels		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory	
			Shop Drawings	1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details. 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.	
			Samples for Verification	For each type of exposed finish required, prepared on Samples of size indicated below: 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.	



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			Qualification Data	For Installer.	
			Reports	Product Test Reports: For each product, for tests performed by a qualified testing agency.	
			Reports	Field quality-control reports.	
			Sample Warranty	For special warranties	
			Operation and Maintenance Data	Maintenance Data: For metal panels to include in maintenance manuals.	
			Warranty	For special warranty, manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Structural failures including rupturing, cracking, or puncturing. b. Deterioration of metals and other materials beyond normal weathering. 2. Warranty Period: Two years from date of Substantial Completion. B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period. 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following: a. Color fading more than 5 Hunter units when tested according to ASTM D 2244. b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214. c. Cracking, checking, peeling, or failure of paint to adhere to bare metal. 2. Finish Warranty Period: 20 years from date of Substantial Completion.	
74293	Soffit Panels		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.	
			Shop Drawings	1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details. 2. Accessories: Include details of flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.	
			Samples for Verification	For each type of exposed finish required, prepared on Samples of size indicated below: 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.	
			Qualification Data	For Installer	
			Reports	Product Test Reports: For each product, tests performed by a qualified testing agency.	
			Sample Warranty	For special warranties.	
			Operation and Maintenance Data	Maintenance Data: For metal panels to include in maintenance manuals.	
			Warranty	For special warranty, manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Structural failures including rupturing, cracking, or puncturing. b. Deterioration of metals and other materials beyond normal weathering. 2. Warranty Period: Two years from date of Substantial Completion. B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period. 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following: a. Color fading more than 5 Hunter units when tested according to ASTM D 2244. b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214. c. Cracking, checking, peeling, or failure of paint to adhere to bare metal. 2. Finish Warranty Period: 20 years from date of Substantial Completion.	



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74646	Fiber Cement Siding		Product Data	For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Samples for Initial Selection	For fiber-cement siding and soffit including related accessories.	
				For each type, color, texture, and pattern required.	
			Samples for Verification	1. 12-inch-long-by-actual-width Sample of siding. 2. 12-inch-long-by-actual-width Samples of trim and accessories.	
			Certificates	Product Certificates: For each type of fiber-cement siding and trim	
			Reports	Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for fiber-cement siding.	
			Reports	Research/Evaluation Reports: For each type of fiber-cement siding required, from ICC-ES.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	Maintenance Data: For each type of product, including related accessories, to include in maintenance manuals.	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Furnish full lengths of fiber-cement siding and soffit including related accessories, in a quantity equal to 2 percent of amount installed.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Structural failures including cracking and deforming. b. Deterioration of materials beyond normal weathering. 2. Warranty Period: 50 years from date of Substantial Completion.	
75323	Ethylene Propylene Diene Monomer(EPDM) Roofing		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing. include roof plans, sections, details, and attachments to other work, including the following: 1. Layout and thickness if insulation. 2. Base flashings and membrane terminations. 3. Flashing details at penetrations. 4. Tapered insulation, thickness, and slopes. 5. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system. 6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations. 7. Tie-in with air barrier.	
			Shop Drawings		
			Samples for Verification	For the following products: 1. Roof membrane and flashings of color required. 2. Walkway pads or rolls, of color required.	
			Reports	Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.	



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			Qualification Data	For Installer and manufacturer.	
			Certificates	Manufacturer Certificates:	
			Reports	Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.	
			Reports	Evaluation Reports: For components of roofing system, from ICC-ES. 1. Field Test Reports: 2. Concrete internal relative humidity test reports. 3. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.	
			Sample Warranty	Sample Warranties: For manufacturer's special warranties.	
			Operation and Maintenance Data	Maintenance Data: For roofing system to include in maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, and other components of roofing system. 2. Warranty Period: 20 years from Date of Substantial Completion.	
76200	Sheet Metal Flashing and Trim		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Shop Drawings	2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. 3. Include identification of material, thickness, weight, and finish for each item and location in Project. 4. Include details for forming, including profiles, shapes, seams, and dimensions. 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams. 6. Include details of termination points and assemblies. 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points. 8. Include details of roof-penetration flashing. 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable. 10. Include details of special conditions. 11. Include details of connections to adjoining work. 12. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches.	
			Samples for Initial Selection	For each type of sheet metal and accessory indicated with factory-applied finishes.	
			Samples for Verification	For each type of exposed finish. 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments. 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories. 3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample. 4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.	



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			Certificates	Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested.	
			Reports	Product Test Reports: For each product, for tests performed by a qualified testing agency.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.	
			Warranty	Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period. 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following: a. Color fading more than 5 Hunter units when tested according to ASTM D 2244. b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214. c. Cracking, checking, peeling, or failure of paint to adhere to bare metal. 2. Finish Warranty Period: 20 years from date of Substantial Completion.	
77100	Roof Specialties		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Shop Drawings	For roof specialties. 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work. 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction. 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments. 4. Detail termination points and assemblies, including fixed points. 5. Include details of special conditions.	
			Samples	For each type of roof specialty and for each color and texture specified.	
			Samples for Initial Selection	For each type of roof specialty indicated with factory-applied color finishes.	
			Samples for Verification	1. Include Samples of each type of roof specialty to verify finish and color selection, in manufacturer's standard sizes. 2. Include copings, roof-edge specialties and reglets and counterflashings made from 12-inch lengths of full-size components in specified material, and including fasteners, cover joints, accessories, and attachments.	
			Qualification Data	For manufacturer.	
			Certificates	Product Certificates: For each type of roof specialty.	
			Reports	Product Test Reports: For copings and roof-edge flashings, for tests performed by a qualified testing agency.	
			Sample Warranty	For manufacturer's special warranty.	
			Operation and Maintenance Data	Maintenance Data: For roofing specialties to include in maintenance manuals.	
			Warranty	Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period. 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following: a. Color fading more than 5 Hunter units when tested according to ASTM D 2244. b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214. c. Cracking, checking, peeling, or failure of paint to adhere to bare metal. 2. Finish Warranty Period: 20 years from date of Substantial Completion.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
77200	Roof Accessories		Product Data	For each type of roof accessory. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Shop Drawings	For roof accessories. 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.	
			Samples	For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.	
			Delegated Design Submittal	Delegated-Design Submittal: For roof curbs and equipment supports indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation. 1. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.	
			Coordination Drawings	Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following: 1. Size and location of roof accessories specified in this Section. 2. Method of attaching roof accessories to roof or building structure. 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit. 4. Required clearances.	
			Sample Warranty	For manufacturer's special warranties.	
			Operation and Maintenance Data	For roof accessories to include in operation and maintenance manuals.	
			Warranty	Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period. 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following: a. Color fading more than 5 Hunter units when tested according to ASTM D 2244. b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214. c. Cracking, checking, peeling, or failure of paint to adhere to bare metal. 2. Finish Warranty Period: 20 years from date of Substantial Completion.	
78100	Applied Fireproofing		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product	
			Shop Drawings	Structural framing plans indicating the following: 1. Extent of fireproofing for each construction and fire-resistance rating. 2. Applicable fire-resistance design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction. 3. Minimum fireproofing thicknesses needed to achieve required fire-resistance rating of each structural component and assembly. 4. Treatment of fireproofing after application.	
			Samples	For each exposed product and for each color and texture specified, in manufacturer's standard dimensions in size.	
			Qualification Data	For Installer and testing agency.	
			Certificates	Product Certificates: For each type of fireproofing.	
			Reports	Evaluation Reports: For fireproofing, from ICC-ES.	
			Reports	Preconstruction Test Reports: For fireproofing.	
			Reports	Field quality-control reports.	
78413	Penetration Firestopping		Pre-Installation Conference Minutes	Pre-Installation Conference Minutes	
			Product Data	For each type of product.	



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				For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency. 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.	
			Product Schedule		
			Qualification Data	For Installer.	
			Reports	Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.	
			Certificates	Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.	
78443	Joint Firestopping		Pre-Installation Conference Minutes	Pre-Installation Conference Minutes	
			Product Data	For each type of product.	
				For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency. 1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.	
			Product Schedule		
			Qualification Data	For Installer.	
			Reports	Product Test Reports: For each joint firestopping system, for tests performed by a qualified testing agency.	
			Certificates	Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.	
79100	Preformed Joint Sealants		Product Data	For each preformed joint seal product	
			Samples for Initial Selection	Manufacturer's color charts showing the full range of colors available for each product exposed to view.	
			Samples for Verification	For each type and color of preformed joint seal required, provide Samples with joint seals in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint seals.	
			Schedules	Preformed Joint Seal Schedule: Include the following information: 1. Joint seal location and designation. 2. Joint width and movement capability. 3. Joint seal manufacturer and product name. 4. Joint seal color.	
			Reports	Product Test Reports: For each preformed joint seal for tests performed by manufacturer and witnessed by a qualified testing agency.	
			Warranty	A. Special Warranty: Installer agrees to repair or replace preformed joint seals that do not comply with performance and other requirements specified in this Section within specified warranty period. 1. Warranty Period: Two years from date of Substantial Completion. B. Special Manufacturer's Warranty: Manufacturer agrees to furnish preformed joint seals to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period. 1. Warranty Period: Five years from date of Substantial Completion.	
79200	Joint Sealants		Product Data	For each joint-sealant product.	
			Samples for Initial Selection	Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.	



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			Samples for Verification	For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.	
			Schedules	Joint-Sealant Schedule: Include the following information: 1. Joint-sealant application, joint location, and designation. 2. Joint-sealant manufacturer and product name. 3. Joint-sealant formulation. 4. Joint-sealant color.	
			Qualification Data	For qualified Installer and testing agency.	
			Reports	Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency	
			Reports	Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.	
			Reports	Field-Adhesion Test Reports: For each sealant application tested.	
			Warranty	A. Special Installer's Warranty: Manufacturer's standard form in which installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period. 1. Warranty Period: Two years from date of Substantial Completion. B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following: 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression. 2. Disintegration of joint substrates from natural causes exceeding design specifications. 3. Mechanical damage caused by individuals, tools, or other outside agents. 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.	
79513.13	Interior Expansion Joint Cover Assemblies		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for expansion joint cover assemblies.	
			Shop Drawings	For each expansion joint cover assembly. 1. Include plans, elevations, sections, details, splices, block-out requirement, attachments to other work, and line diagrams showing entire route of each expansion joint. 2. Where expansion joint cover assemblies change planes, provide isometric or clearly detailed drawing depicting how components interconnect.	
			Samples for Initial Selection	For each type of exposed finish. 1. Include manufacturer's color charts showing the full range of colors and finishes available for each exposed metal and elastomeric-seal material.	
			Samples for Verification	For each type of expansion joint cover assembly, full width by 6 inches long in size	
			Schedules	Expansion Joint Cover Assembly Schedule: Prepared by or under the supervision of the supplier. Include the following information in tabular form: 1. Manufacturer and model number for each expansion joint cover assembly. 2. Expansion joint cover assembly location cross-referenced to Drawings. 3. Nominal, minimum, and maximum joint width. 4. Movement direction. 5. Materials, colors, and finishes. 6. Product options. 7. Fire-resistance ratings.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Reports	Product Test Reports: For each fire-resistance-rated expansion joint cover assembly, for tests performed by manufacturer and witnessed by a qualified testing agency.	
81113	Hollow Metal Doors and Frames		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes. include the following: 1. Elevations of each door design. 2. Details of doors, including vertical and horizontal edge details and metal thicknesses. 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses. 4. Locations of reinforcement and preparations for hardware. 5. Details of each different wall opening condition. 6. Details of anchorages, joints, field splices, and connections. 7. Details of accessories. 8. Details of moldings, removable stops, and glazing. 9. Details of conduit and preparations for power, signal, and control systems.	
			Shop Drawings	1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches. 2. For the following items, prepared on Samples about 12 by 12 inches to demonstrate compliance with requirements for quality of materials and construction: a. Doors: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable. b. Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow metal panels and glazing if applicable.	
			Samples for Verification	Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.	
			Schedules	Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.	
81416	Flush Wood Doors		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of door indicated. Include details of core and edge construction and trim for openings. Include factory-finishing specifications. Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data. 1. Indicate dimensions and locations of mortises and holes for hardware. 2. Indicate dimensions and locations of cutouts. 3. Indicate requirements for veneer matching. 4. Indicate doors to be factory finished and finish requirements. 5. Indicate fire-protection ratings for fire-rated doors.	
			Shop Drawings	For factory-finished doors.	
			Samples for Initial Selection	1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of three samples showing typical range of color and grain to be expected in the finished work. 2. Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.	
			Samples for Verification		



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Warranty	Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section. b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span. 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors. 3. Warranty Period for Solid-Core Interior Doors: Life of installation.	
81613	Fiberglass Doors		Product Data	Submit manufacturer's product data, including description of materials, components, fabrication, finishes, and installation.	
			Shop Drawings	Submit manufacturer's shop drawings, including elevations, sections, and details, indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, hardware schedule, and finish.	
			Samples	1. Door: Submit manufacturer's sample of door showing face sheets, core, framing, and finish. 2. Color: Submit manufacturer's samples of standard colors of doors and frames.	
			Reports	Test Reports: Submit certified test reports from qualified independent testing agency indicating doors comply with specified performance requirements.	
			References	Manufacturer's Project References: Submit list of successfully completed projects including project name and location, name of architect, and type and quantity of doors manufactured.	
			Operation and Maintenance Data	Maintenance Manual: Submit manufacturer's maintenance and cleaning instructions for doors, including maintenance and operating instructions for hardware.	
			Warranty	A. Warrant doors, frames, and factory hardware against failure in materials and workmanship, including excessive deflection, faulty operation, defects in hardware installation, and deterioration of finish or construction in excess of normal weathering. B. Warranty Period: Ten years from Substantial Completion.	
83113	Access Doors and Frames		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Product Schedule	For access doors and frames. Use same designations indicated on Drawings.	
83323	Overhead Coiling Doors		Product Data	For each type and size of overhead coiling door and accessory. 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes. 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.	
			Shop Drawings	For each installation and for special components not dimensioned or detailed in manufacturer's product data. 1. Include plans, elevations, sections, and mounting details. 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection. 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure. 4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.	
			Samples for Initial Selection	Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes. 1. Include similar Samples of accessories involving color selection.	
			Qualification Data	For qualified Installer.	
			Sample Warranty	For special warranty.	



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			Operation and Maintenance Data	Maintenance Data: For overhead coiling doors to include in maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period. 1. Warranty Period: Two years from date of Substantial Completion.	
			Training	Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.	
83513.23	Accordion Folding Fire Doors		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for folding doors.	
			Shop Drawings	1. Include plans, elevations, sections, and installation details. 2. Include clearances required for operation, operating and control mechanisms, access requirements, storage pockets and pocket doors, and accessory items. 3. Fire-Release System: Describe system, including testing and resetting instructions for fire-rated folding doors. 4. Include diagrams for power, signal, and control wiring.	
			Samples for Verification	For each type of exposed finish. 1. Include Samples of hardware and accessories to verify color and finish selection.	
			Qualification Data	For Installer.	
			Reports	Product Test Reports: For each fire-rated folding door, for tests performed by a qualified testing agency.	
			Reports	Evaluation Reports: For fire-rated folding doors, from ICC-ES.	
			Operation and Maintenance Data	For folding doors to include in operation and maintenance manuals, troubleshooting and repair methods, and wiring diagrams.	
			Warranty	Materials and installation shall be warranted against defects in workmanship for a period of one (1) year from the date of substantial completion.	
84113	Aluminum Framed Entrances and Storefronts		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.	
			Shop Drawings	For aluminum-framed entrances and storefronts, include plans, elevations, sections, full-size details, and attachments to other work. 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior. 2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following: a. Joinery, including concealed welds. b. Anchorage. c. Expansion provisions. d. Glazing. e. Flashing and drainage. 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.	
			Samples for Verification	For each type of exposed finish required, in manufacturer's standard sizes.	
			Entrance Door Hardware Schedule	Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.	
			Qualification Data	For Installer.	



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			Certificates	Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer. 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.	
			Reports	Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.	
			Reports	Field quality-control reports.	
			Sample Warranty	Sample warranties.	
			Operation and Maintenance Data	Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.	
			Warranty	A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances that do not comply with requirements or that fail in materials or workmanship within specified warranty period. 1. Warranty Period: Five years from date of Substantial Completion. B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period. 1. Warranty Period: 10 years from date of Substantial Completion.	
85113	Aluminum Windows		Pre-Installation Conference Minutes	Pre - Installation Conference Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.	
			Shop Drawings	For aluminum windows. 1. Include plans, elevations, sections, accessories, operational clearances and details of installation, including anchor, flashing, and sealant installation.	
			Samples for Initial Selection	For units with factory-applied color finishes.	
			Samples for Verification	For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below: 1. Exposed Finishes: 2 by 4 inches.	
			Product Schedule	For aluminum windows. Use same designations indicated on Drawings.	
			Qualification Data	For manufacturer and Installer.	
			Reports	Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.	
			Reports	Field quality-control reports	
			Sample Warranty	For manufacturer's warranties.	
			Warranty	Manufacturer's warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Failure to meet performance requirements. b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration. c. Deterioration of materials and finishes beyond normal weathering. d. Failure of insulating glass. 2. Warranty Period: a. Window: 10 years from date of Substantial Completion. b. Glazing Units: 10 years from date of Substantial Completion. c. Aluminum Finish: 15 years from date of Substantial Completion.	



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87100	Door Hardware		Product Data	Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.	
				Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware. 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission. 3. Content: Include the following information: a. Type, style, function, size, label, hand, and finish of each door hardware item. b. Manufacturer of each item. c. Fastenings and other pertinent information. d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule. e. Explanation of abbreviations, symbols, and codes contained in schedule. f. Mounting locations for door hardware.g. Door and frame sizes and materials. h. Warranty information for each product. 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information	
			Schedules	Details of electrified access control hardware indicating the following: 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following: a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings. b. Complete (risers, point-to-point) access control system block wiring diagrams. c. Wiring instructions for each electronic component scheduled herein. 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.	
			Shop Drawings		
			Certificates	Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary Integrated Wiegand Access Control Products.	
			Schedules	Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.	



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			Reports	Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.	
			Operation and Maintenance Data	Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.	
			Warranty	in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents. B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following: 1. Structural failures including excessive deflection, cracking, or breakage. 2. Faulty operation of the hardware. 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering. 4. Electrical component defects and failures within the systems operation. C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated. D. Special Warranty Periods: 1. Twenty five years for manual surface door closer bodies.	
			Attic Stock	A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.	
			Training	Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.	
88000	Glazing		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product.	
			Samples	Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.	
			Samples	Glazing Accessory Samples: For gaskets sealants and colored spacers, in 12-inch lengths. Install sealant Samples between two strips of material representative in color of the adjoining framing system.	
			Schedules	Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.	
			Delegated Design Submittal	For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	
			Qualification Data	For installers, manufacturers of insulating-glass units with sputter-coated, low-e coatings, glass testing agency and sealant testing agency.	
			Certificates	Product Certificates: For glass and glazing products, from manufacturer.	
			Reports	Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for coated glass, insulating glass, glazing sealants and glazing gaskets.	
			Reports	1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.	
			Reports	Preconstruction adhesion and compatibility test report.	
			Sample Warranty	For special warranties.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Warranty	A. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard. 1. Warranty Period: 10 years from date of Substantial Completion. B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass. 1. Warranty Period: 10 years from date of Substantial Completion.	
88300	Mirrors		Product Data	For each type of product.	
			Shop Drawings	1. Mirrors. Include description of materials and process used to produce each type of silvered flat glass mirror specified that indicates sources of glass, glass coating components, edge sealer, and quality-control provisions.	
			Qualification Data	Include mirror elevations, edge details, mirror hardware, and attachment details.	
			Certificates	For qualified Installer.	
			Reports	Product Certificates: For each type of mirror and mirror mastic, from manufacturer.	
			Sample Warranty	Preconstruction Test Reports: From mirror manufacturer indicating that mirror mastic was tested for compatibility and adhesion with mirror backing and substrates on which mirrors are installed.	
			Operation and Maintenance Data	For special warranty.	
			Warranty	For mirrors to include in maintenance manuals.	
88813	Fire Resistant Glazing		Product Data	Special Warranty: Manufacturer agrees to replace mirrors that deteriorate within specified warranty period. Deterioration of mirrors is defined as defects developed from normal use that are not attributed to mirror breakage or to maintaining and cleaning mirrors contrary to manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.	
			Samples	1. Warranty Period: Five years from date of manufacture.	
			Schedules	For each type of product.	
			Qualification Data	Glass Samples: For each type of glass product; 12 inches square.	
			Certificates	Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.	
			Sample Warranty	For installers and glass testing agency.	
			Warranty	Product Certificates: For each type of glass and glazing product, from manufacturer.	
92216	Non Structural Metal Framing		Product Data	For special warranties	
			Reports	Manufacturer's Special Warranty on Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.	
			Warranty	1. Warranty Period: Five years from date of Substantial Completion.	
			Product Data	For each type of product.	
			Reports	Evaluation Reports: For embossed steel studs and tracks, firestop tracks, post-installed anchors, and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.	



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92900	Gypsum Board		Product Data	For each type of product.	
			Samples	For the following products: 1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.	
			Samples for Verification	For the following products: 1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.	
93013	Tiling		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product.	
			Shop Drawings	Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.	
			Samples for Initial Selection	For each type of tile and grout indicated. Include Samples of accessories involving color selection.	
			Samples for Verification	1. Full-size units of each type and composition of tile and for each color and finish required. 2. Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required. Make samples at least 12 inches square, but not fewer than 4 tiles. Use grout of type and in color or colors approved for completed Work. 3. Full-size units of each type of trim and accessory for each color and finish required. 4. Stone thresholds in 6-inch lengths.	
			Qualification Data	For qualified Installer.	
			Certificates	Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.	
			Certificates	Product Certificates: For each type of product, signed by product manufacturer.	
			Reports	Material Test Reports: For each tile-setting and -grouting product and special purpose tile.	
			Attic Stock	Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated. 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.	
95113	Acoustical Panel Ceilings		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product.	
			Samples	For each exposed product and for each color and texture specified, 6 inches in size.	
			Samples for Verification	For each component indicated and for each exposed finish required, prepared on Samples of size indicated below. 1. Acoustical Panel: Set of 6-inch-square Samples of each type, color, pattern, and texture. 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch-long Samples of each type, finish, and color.	



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				reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved: 1. Suspended ceiling components. 2. Structural members to which suspension systems will be attached. 3. Size and location of initial access modules for acoustical panels. 4. Items penetrating finished ceiling including the following: a. Lighting fixtures. b. Air outlets and inlets. c. Speakers. d. Sprinklers. e. Access panels. 5. Perimeter moldings.	
			Coordination Drawings		
			Qualification Data	For testing agency.	
			Reports	Product Test Reports: For each acoustical panel ceiling, for tests performed by a qualified testing agency.	
			Reports	Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.	
			Operation and Maintenance Data	Maintenance Data: For finishes to include in maintenance manuals.	
				Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Acoustical Ceiling Panels: Provide four standard cartons of each type acoustic units to Owner, upon substantial completion. 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed. 3. Hold-Down Clips: Equal to 2 percent of quantity installed. 4. Impact Clips: Equal to 2 percent of quantity installed.	
			Attic Stock		
96400	Wood Flooring		Product Data	For each type of product.	
			Shop Drawings	For each type of floor assembly and accessory. Include plans, sections, and attachment details. Include expansion provisions and trim details.	
				Manufacturer's color charts showing the full range of colors and finishes available for wood flooring. 1. Include Samples of accessories involving color and finish selection.	
			Samples for Initial Selection		
				For each type of wood flooring and accessory, with stain color and finish required, approximately 12 inches long and of same thickness and material indicated for the Work and showing the full range of normal color and texture variations expected.	
			Samples for Verification		
				Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Wood Flooring: Equal to 1 percent of amount installed for each type, color, and finish of wood flooring indicated.	
			Attic Stock		
96513	Resilient Base and Accessories		Product Data	For each type of product.	
			Samples for Initial Selection	For each type of product indicated.	
				For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches long	
			Samples for Verification		
				For resilient base and accessory products. Use same designations indicated on Drawings.	
			Schedules		
				Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.	
			Attic Stock		
96519	Resilient Tile Flooring		Product Data	For each type of product.	



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				For each type of resilient floor tile.	
			Shop Drawings	1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.	
			Samples for Initial Selection	2. Show details of special patterns.	
			Samples for Verification	For each type of floor tile indicated.	
			Qualification Data	Full-size units of each color and pattern of floor tile required.	
			Operation and Maintenance Data	For Installer	
				Maintenance Data: For each type of floor tile to include in maintenance manuals.	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.	
				1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.	
96723	Resinous Flooring		Product Data	For each type of product. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.	
			Samples for Initial Selection	For each type of exposed finish required.	
			Samples for Verification	For each resinous flooring system required, 6 inches square, applied to a rigid backing by Installer for this Project.	
			Certificates	Signed by manufacturer certifying that installers comply with specified requirements.	
			Certificates	For each resinous flooring component, from manufacturer	
			Reports	For each resinous flooring system, by a qualified testing agency.	
			Operation and Maintenance Data	Maintenance Data: For resinous flooring to include in maintenance manuals.	
96813	Tile Carpeting		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
				For each type of product.	
			Product Data	1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.	
				2. Include manufacturer's written installation recommendations for each type of substrate.	
				For carpet tile installation, plans showing the following:	
				1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.	
				2. Carpet tile type, color, and dye lot.	
				3. Type of subfloor.	
				4. Type of installation.	
				5. Pattern of installation.	
				6. Pattern type, location, and direction.	
				7. Pile direction.	
				8. Type, color, and location of insets and borders.	
				9. Type, color, and location of edge, transition, and other accessory strips.	
			Shop Drawings	10. Transition details to other flooring materials.	
			Samples for Initial Selection	For each type of carpet tile. 1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.	
			Samples for Verification	For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.	
			Schedules	1. Carpet Tile: Full-size Sample.	
			Qualification Data	2. Exposed Edge, Transition, and other Accessory Stripping: 12-inch-long Samples.	
			Reports	Product Schedule: For carpet tile. Use same designations indicated on Drawings.	
				For Installer.	
				Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.	



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			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following: 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule. 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.	
			Attic Stock	Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 12 sq. yd.	
			Warranty	Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components or carpet tile installation that fail in materials or workmanship within specified warranty period. 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse. 2. Failures include, but are not limited to, the following: a. More than 10 percent edge raveling, snags, and runs. b. Dimensional instability. c. Excess static discharge. d. Loss of tuft-bind strength. e. Loss of face fiber. f. Delamination. 3. Warranty Period: Lifetime commercial limited per Manufacturer	
97723	Tackable Wall Panels		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. 1. Include fabric facing, panel edge, core material, and mounting indicated. For panel assembly and installation.	
			Shop Drawings	1. Include plans, elevations, sections, and mounting devices and details. 2. Include details at panel head, base, joints, and corners; and details at ceiling, floor base, and wall intersections. Indicate panel edge profile and core materials. 3. Include details at cutouts and penetrations for other work. 4. Include direction of fabric weave and pattern matching.	
			Samples for Initial Selection	For each type of fabric facing. 1. Include Samples of hardware and accessories involving color or finish selection.	
			Samples for Verification	For the following products: 1. Panel Edge: 12-inch-long Sample(s) showing each edge profile, corner, and finish. 2. Core Material: 12-inch-square Sample at corner.	
			Coordination Drawings	Coordination Drawings: Elevations and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved: 1. Electrical outlets, switches, and thermostats. 2. Items penetrating or covered by panels including the following: a. Lighting fixtures. b. Air outlets and inlets. c. Speakers. d. Alarms. e. Sprinklers. f. Access panels. 3. Show operation of hinged and sliding components covered by or adjacent to panels.	
			Certificates	Product Certificates: For each type of panel.	
			Sample Warranty	For manufacturer's special warranty.	
			Operation and Maintenance Data	Maintenance Data: For each type of panel to include in maintenance manuals. Include fabric manufacturers' written cleaning and stain-removal instructions.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Attic Stock	Furnish extra materials from same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Fabric: For each fabric, color, and pattern installed, provide length equal to 10 percent of amount installed, but no fewer than 10 sq. yd., full width of bolt. 2. Mounting Devices: Full-size units equal to 5 percent of amount installed, but no fewer than five devices, including unopened adhesives.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace panels and components that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Fabric sagging, distorting, or releasing from panel edge. b. Warping of core. 2. Warranty Period: Two years from date of Substantial Completion	
98433	Sound Absorbing Wall Units		Product Data	For each type of product. 1. Include fabric facing, panel edge, core material, and mounting indicated	
			Shop Drawings	For unit assembly and installation. 1. Include plans, elevations, sections, and mounting devices and details. 2. Include details at panel head, base, joints, and corners; and details at ceiling, floor base, and wall intersections. Indicate panel edge profile and core materials. 3. Include details at cutouts and penetrations for other work. 4. Include direction of fabric weave and pattern matching.	
			Samples for Verification	For the following products: 1. Fabric: Full-width by approximately 36-inch-long Sample, but not smaller than required to show complete pattern repeat, from dye lot to be used for the Work, and with specified treatments applied. Mark top and face of fabric. 2. Panel Edge: 12-inch-long Sample(s) showing each edge profile, corner, and finish. 3. Core Material: 12-inch-square Sample at corner.	
			Certificates	Product Certificates: For each type of unit.	
			Sample Warranty	For manufacturer's special warranty.	
			Operation and Maintenance Data	Maintenance Data: For each type of unit to include in maintenance manuals. Include fabric manufacturers' written cleaning and stain-removal instructions.	
			Attic Stock	Furnish extra materials from same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Fabric: For each fabric, color, and pattern installed, provide length equal to 10 percent of amount installed, but no fewer than 10 sq. yd., full width of bolt. 2. Mounting Devices: Full-size units equal to 5 percent of amount installed, but no fewer than five devices, including unopened adhesives.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace units and components that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to the following: a. Acoustical performance. b. Fabric sagging, distorting, or releasing from panel edge. c. Warping of core. 2. Warranty Period: Two years from date of Substantial Completion.	
99123	Interior Painting		Product Data	For each type of product. Include preparation requirements and application instructions.	
			Samples	For each type of paint system and in each color and gloss of topcoat.	
			Schedules	Product List: For each product indicated, include the following: 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.	



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				A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied. B. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.	
101100	Visual Display Units		Attic Stock		
			Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, and accessories for visual display units.	
			Shop Drawings	For visual display units. 1. Include plans, elevations, sections, details, and attachment to other work. 2. Show locations of panel joints. 3. Show locations and layout of special-purpose graphics. 4. Include sections of typical trim members.	
			Samples for Verification	For each type of visual display unit indicated. 1. Visual Display Panel: Not less than 8-1/2 by 11 inches, with facing, core, and backing indicated for final Work. Include one panel for each type, color, and texture required. 2. Trim: 6-inch-long sections of each trim profile. 3. Accessories: Full-size Sample of each type of accessory.	
			Schedules	Product Schedule: For visual display units. Use same designations indicated on Drawings.	
			Qualification Data	For qualified Installer.	
			Reports	Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for surface-burning characteristics of tackboards.	
			Sample Warranty	For special warranties.	
			Operation and Maintenance Data	Maintenance Data: For visual display units to include in maintenance manuals.	
			Warranty	Special Warranty for Porcelain-Enamel Face Sheets: Manufacturer agrees to repair or replace porcelain-enamel face sheets that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Surfaces lose original writing and erasing qualities. b. Surfaces exhibit crazing, cracking, or flaking. 2. Warranty Period: 50 years from date of Substantial Completion.	
101416	Plaques		Product Data	For each type of product.	
			Shop Drawings	For plaques. 1. Include fabrication and installation details and attachments to other work. 2. Show plaque mounting heights, locations of supplementary supports to be provided by other installers, and accessories. 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each plaque at least half size.	
			Samples for Initial Selection	For each type of plaque, exposed component, and exposed finish.	
			Schedules	1. Include representative Samples of available typestyles and graphic symbols.	
			Qualification Data	Product Schedule: For plaques. Use same designations indicated on Drawings or specified.	
			Sample Warranty	For Installer and manufacturer.	
			Operation and Maintenance Data	For special warranty	
				Maintenance Data: For plaques to include in maintenance manuals.	



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			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of plaques that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Deterioration of finishes beyond normal weathering. b. Deterioration of embedded graphic image. 2. Warranty Period: Five years from date of Substantial Completion.	
101419	Dimensional Letter Signage		Product Data	For each type of product. For dimensional letter signs. 1. Include fabrication and installation details and attachments to other work. 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories. 3. Show message list, typestyles, graphic elements, and layout for each sign at least half size. 4. Show locations of electrical service connections. 5. Include diagrams for power, signal, and control wiring.	
			Shop Drawings	For each type of sign assembly, exposed component, and exposed finish.	
			Samples for Initial Selection	1. Include representative Samples of available typestyles, colors, and graphic symbols.	
			Schedules	Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.	
			Qualification Data	For Installer and manufacturer.	
			Sample Warranty	For special warranty	
			Operation and Maintenance Data	Maintenance Data: For signs to include in maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Deterioration of finishes beyond normal weathering. 2. Warranty Period: Five years from date of Substantial Completion	
101423	Room Identification Panel Signage		Product Data	For each type of product. Show fabrication and installation details for signs. 1. Include fabrication and installation details and attachments to other work. 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories. 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.	
			Shop Drawings	Sample Room Signs: Submit two full size samples of room signs illustrating type, style and color specified including method of attachment.	
			Samples	Samples for Other Signs: Submit two 12 x 12-inch size samples of each type face sheet illustrating style, texture, color, graphic image, message, cutouts and translucent lens attachment.	
			Samples	Samples Sign Frames and Trim: Submit two 12-inch-long samples of each type extruded frame and trim illustrating finish, texture, and color.	
			Schedules	Sign Schedule: Use same designations indicated on Drawings	
			Qualification Data	For Installer and manufacturer.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	Maintenance Data: For signs to include in maintenance manuals.	



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			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Deterioration of finishes beyond normal weathering. b. Deterioration of embedded graphic image colors. c. Separation or delamination of sheet materials and components. 2. Warranty Period: Five years from date of Substantial Completion.	
102113.19	Plastic Toilet Compartments		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.	
			Shop Drawings	For toilet compartments. 1. Include plans, elevations, sections, details, and attachment details. 2. Show locations of cutouts for compartment-mounted toilet accessories. 3. Show locations of centerlines of toilet fixtures. 4. Show locations of floor drains.	
			Samples for Initial Selection	For each type of toilet compartment material indicated. 1. Include Samples of hardware and accessories involving material and color selection.	
			Samples for Verification	For the following products, in manufacturer's standard sizes unless otherwise indicated: 1. Each type of material, color, and finish required for toilet compartments, prepared on 6-inch-square Samples of same thickness and material indicated for Work.	
			Schedules	Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material	
			Certificates	Product Certificates: For each type of toilet compartment.	
			Operation and Maintenance Data	Maintenance Data: For toilet compartments to include in maintenance manuals. .	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents and source. 1. Door Hinges: One hinge with associated fasteners. 2. Latch and Keeper: One latch and keeper with associated fasteners. 3. Door Bumper: One bumper with associated fasteners. 4. Door Pull: One door pull with associated fasteners. 5. Fasteners: Ten fasteners of each size and type.	
102123	Cubicle Curtains and Track		Product Data	For each type of product. 1. For each type of curtain fabric indicated, include durability, laundry temperature limits, fade resistance, applied curtain treatments, and fire-test-response characteristics.	
			Shop Drawings	For curtains and tracks. 1. Show layout and types of cubicles, sizes of curtains, number of carriers, anchorage details, and conditions requiring accessories. Indicate dimensions taken from field measurements.	
			Samples	2. Include details of blocking for track support	
			Samples for Initial Selection	For each exposed product and for each color and texture specified, 10 inches in size.	
			Samples for Verification	For each type of curtain material indicated. For each type of product required, prepared on Samples of size indicated below: 1. Curtain Fabric: Not less than 10 inches square and showing complete pattern repeat, from dye lot used for the Work, with specified treatments applied. Mark top and face of material. 2. Mesh Top: Not less than 10 inches square. 3. Curtain Track: Not less than 10 inches long. 4. Curtain Carrier: Full-size unit.	



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			Schedules	Product Schedule: For curtains and tracks. Use same designations indicated on Drawings.	
			Operation and Maintenance Data	Operation and Maintenance Data: For curtains, tracks, and hardware to include in operation and maintenance manuals.	
			Attic Stock	Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Curtain Carriers and Track End Caps: Full-size units equal to 3 percent of amount installed for each size indicated, but no fewer than 10 units. 2. Curtains: Full-size units equal to 10 percent of amount installed for each size indicated, but no fewer than two units.	
102239	Folding Panel Partitions		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. For operable panel partitions. 1. Include plans, elevations, sections, attachment details, and numbered panel installation sequence. 2. Indicate stacking and operating clearances. Indicate location and installation requirements for hardware and track, blocking, and direction of travel. 3. Include diagrams for power, signal, and control wiring.	
			Shop Drawings	For each type of exposed material, finish, covering, or facing. 1. Include Samples of accessories involving color selection	
			Samples for Initial Selection	For each type of exposed material, finish, covering, or facing, prepared on Samples of size indicated below:	
			Samples for Verification	For operable panel partitions.	
			Delegated Design Submittal	1. Include design calculations for seismic restraints that brace tracks to structure above. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved: 1. Partition track, track supports and bracing, switches, turning space, and storage layout. 2. Suspended ceiling components. 3. Structural members to which suspension systems will be attached. 4. Size and location of initial access modules for acoustical tile. 5. Items penetrating finished ceiling including the following: a. Lighting fixtures. b. HVAC ductwork, outlets, and inlets. c. Speakers. d. Sprinklers. e. Smoke detectors. f. Access panels.	
			Coordination Drawings		
			Setting Drawings	For embedded items and cutouts required in other work, including support-beam.	
			Qualification Data	For Installer.	
			Certificates	For each type of operable panel partition. 1. Include approval letter signed by manufacturer acknowledging Owner-furnished panel facing material complies with requirements.	
			Reports	Product Test Reports: For each operable panel partition, for tests performed by a qualified testing agency.	
			Reports	Field quality-control reports.	
			Sample Warranty	For manufacturer's special warranty.	



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			Operation and Maintenance Data	Operation and Maintenance Data: For operable panel partitions to include in maintenance manuals. 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following: a. Panel finish facings and finishes for exposed trim and accessories. Include precautions for cleaning materials and methods that could be detrimental to finishes and performance. b. Seals, hardware, track, track switches, carriers, and other operating components. c. Electric operator and controls.	
			Attic Stock	Furnish extra materials, from the same production run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Panel Finish-Facing Material: Furnish full width in quantity to cover both sides of two panels when installed.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of operable panel partitions that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Faulty operation of operable panel partitions. b. Deterioration of metals, metal finishes, and other materials beyond normal use. 2. Warranty Period: Two years from date of Substantial Completion. 10 years for trolleys and tracks.	
			Training	Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain operable panel partitions.	
102600	Wall and Corner Protection		Product Data	For each type of product.	
102600	Wall and Corner Protection		Shop Drawings	1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.	
102600	Wall and Corner Protection		Samples for Initial Selection	For each type of wall and door protection showing locations and extent.	
102600	Wall and Corner Protection		Samples for Verification	For each type of impact-resistant wall-protection unit indicated, in each color and texture specified.	
102600	Wall and Corner Protection		Certificates	1. Include Samples of accent strips and accessories to verify color selection.	
102600	Wall and Corner Protection		Sample Warranty	For each type of exposed finish on the following products, prepared on Samples of size indicated below:	
102600	Wall and Corner Protection		Operation and Maintenance Data	1. Corner Guards: 12 inches long. Include example top caps.	
102600	Wall and Corner Protection		Attic Stock	Material Certificates: For each type of exposed plastic material.	
102600	Wall and Corner Protection		Attic Stock	For special warranty.	
102600	Wall and Corner Protection		Attic Stock	Maintenance Data: For each type of wall and door protection product to include in maintenance manuals. 1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Corner-Guard Covers: Full-size plastic covers of maximum length equal to 2 percent of each type, color, and texture of cover installed, but no fewer than two, 48-inch-long units. 2. Mounting and Accessory Components: Amounts proportional to the quantities of extra materials. Package mounting and accessory components with each extra material.	



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102600	Wall and Corner Protection		Warranty	Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Structural failures including detachment of components from each other or from the substrates, and permanent deformation beyond normal use. 2. Warranty Period: One year from date of Substantial Completion.	
102800	Toilet Accessories		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes. 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.	
			Samples	Full size, for each exposed product and for each finish specified. 1. Approved full-size Samples will be returned and may be used in the Work.	
			Schedules	Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required. 1. Identify locations using room designations indicated. 2. Identify accessories using designations indicated.	
			Sample Warranty	Sample Warranty: For manufacturer's special warranty.	
			Operation and Maintenance Data	Maintenance Data: For accessories to include in maintenance manuals.	
			Warranty	Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, visible silver spoilage defects. 2. Warranty Period: 15 years from date of Substantial Completion.	
104413	Fire Protection Cabinets		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. Show door hardware, cabinet type, trim style, and panel style. Include roughing-in dimensions and details showing recessed-, semirecessed-, or surface-mounting method and relationships of box and trim to surrounding construction.	
			Shop Drawings	For fire-protection cabinets. Include plans, elevations, sections, details, and attachments to other work.	
			Schedules	Product Schedule: For fire-protection cabinets. Indicate whether recessed, semirecessed, or surface mounted. Coordinate final fire-protection cabinet schedule with fire-extinguisher schedule to ensure proper fit and function. Use same designations indicated on Drawings.	
			Operation and Maintenance Data	Maintenance Data: For fire-protection cabinets to include in maintenance manuals.	
104416	Fire Extinguishers		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product indicated. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher.	
			Schedules	Product Schedule: For fire extinguishers. Coordinate final fire extinguisher schedule with fire protection cabinet schedule to ensure proper fit and function. Use same designations indicated on Drawings.	
			Sample Warranty	Sample of special warranty.	
			Operation and Maintenance Data	Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.	
			Warranty	Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Failure of hydrostatic test according to NFPA 10. b. Faulty operation of valves or release levers. 2. Warranty Period: Six years from date of Substantial Completion.	
105113	Metal Lockers		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	



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			Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal locker.	
			Shop Drawings	For metal lockers. 1. Include plans, elevations, sections, and attachment details. 2. Show locker trim and accessories. 3. Include locker identification system and numbering sequence.	
			Samples for Initial Selection	Manufacturer's color charts showing the full range of colors available.	
			Schedules	Product Schedule: For lockers. Use same designations indicated on Drawings.	
			Qualification Data	For Installer.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals. Data: For adjusting, repairing, and replacing locker doors and latching	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. The following metal locker hardware items equal to 10 percent of amount installed for each type and finish installed, but no fewer than five units: a. Locks. b. Blank identification plates. c. Hooks. include in maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period. 1. Warranty Period for Knocked-Down Metal Lockers: Two years from date of Substantial Completion.	
107316	Metal Canopies		Product Data	For each type of product, including finishing materials.	
			Shop Drawings	Show fabrication and installation details for canopy. 1. Include plans, elevations, component details, and attachment details. 2. Indicate materials and profiles of each canopy, fittings, joinery, finishes, fasteners, anchorages, and accessory items.	
			Samples	For each type of exposed finish required, prepared on 6-inch-square Samples of metal of same thickness and material indicated for the Work.	



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			Qualification Data	For Installer.	
107516	Ground Set Flag Poles		Product Data	For each type of product. 1. Include construction details and manufacturer's technical data, including material descriptions, dimensions of individual components and profiles, operating characteristics, fittings, accessories, finishes for flagpoles and standard installation instructions.	
110000	Miscellaneous Equipment		Product Data	For each type of product indicated. Include operating instructions, dimensions, furnished accessories, and finishes.	
114000	Food Service Equipment		Product Data	1. Submit electronic files in PDF format or manufacturer's illustrations and technical data for approval prior to procurement. All items of Standard Manufacture shall be submitted, including items purchased to be built into fabricated equipment. Each illustration shall be marked to accurately describe the item to be furnished as specified. Include all deviations from standard information (i.e., voltage, phase, load, etc.). 2. Include a separate information sheet ahead of each illustration sheet showing all service connection sizes, electrical requirements, loads, consumptions, and all accessories specified. 3. Manufacturer's suggested schematic drawings for connection of mechanical and electrical services for such items as booster heaters, disposers, or any other item of equipment that may require the same.	
			Shop Drawings	1. Submit shop drawings electronically in PDF format, drawn on sheets equal in size to Contract Documents of equipment specified for custom fabrication including all accessories attached to each item. 2. Drawings shall be detailed and fully dimensioned to a minimum scale of 3/4"=1'-0" for plan and elevation views, and 1-1/2"=1'-0" for sections, based on the floor plan(s) and following item specifications. Drawings will be checked for thoroughness, accuracy, completeness, neatness, and returned for corrections, if necessary.	
			Rough - In Drawings	Contract Documents of detailed arrangement plans professionally prepared from architects dimensioned plans (not traced from Contract Documents) at a minimum scale of 1/4"=1'-0". 2. Equipment Layout Plan showing arrangement of all items specified and identified on schedule of equipment listing item number, description, quantity, manufacturer, model number, and remarks. 3. Ventilation Plan showing dimensioned locations of all duct openings for ventilators and dishmachines identifying size, c.f.m. required (exhaust and supply), static pressures, and connection heights. 4. Plumbing/Electrical Plans showing dimensioned locations, sizes, elevations and capacities of all utility services required for each item of equipment in relation to finished walls, columns, and heights above finished floor. 5. Special Conditions Plan showing exact dimensions and details of all masonry bases, floor depressions, critical partition locations/heights, wall openings, reinforcing for wall and/or ceiling mounted equipment, and conduit locations for soda and compressed gas lines.	



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			Operation and Maintenance Data	1. Submit electronic files in PDF format for all mechanically operated equipment of standard manufacture. Include operating and cleaning/maintenance instructions, parts listing, recommended parts inventory listing and purchase source, copy of warranties, and similar applicable information. 2. Brochure covers shall bear the job name, date, and name of contractor.	
			Samples	1. Samples of materials, products, and fabrication methods, shall be submitted for approval upon request at no additional cost, before proceeding with work. A. Warrantee in writing all equipment and fabrication against defects and workmanship for a period of two (2) years from date of acceptance.	
			Warranty	1. Each piece of mechanical equipment shall be listed, together with the authorized service and repair agency whom the Owner will call should malfunctions occur within the two-year (2) guarantee period. B. Refrigeration system compressors shall be warranted for five (5) years by the manufacturer. Free refrigeration service, including parts and labor, shall be furnished for two (2) years from date of acceptance.	
			Training	1. Provide an operating demonstration of all equipment at a time of Owner's convenience, to be held in the presence of authorized representatives of the Architect and Owner. 2. Demonstration shall be performed by manufacturer's representative knowledgeable in all aspects of his equipment. 3. During the demonstration, instruct the Owner's operating personnel in the proper operation and maintenance of the equipment. 4. Furnish complete, bound, operation/maintenance manuals and certificates of warranty for all items of equipment provided, in accordance with Article 1.5 Submittals, Paragraph F, at this demonstration time.	
115213	Projection Screens		Product Data	For each type of product.	
			Shop Drawings	Shop Drawings: Show layouts and types of front-projection screens. Include the following: 1. Drop lengths. 2. Location of seams in viewing surfaces. 3. Location of screen centerline relative to ends of screen case. 4. Anchorage details, including connection to supporting structure for suspended units. 5. Details of juncture of exposed surfaces with adjacent finishes. 6. Location of wiring connections for electrically operated units. 7. Wiring diagrams for electrically operated units. 8. Accessories.	
			Operation and Maintenance Data	Maintenance Data: For projection screens to include in maintenance manuals.	
116143	Stage Curtains		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product and the following: 1. Draw-Curtain Machines: Include rated capacities, operating characteristics, and electrical characteristics. 2. Tracks: Capability of each track to support the weight and operation of curtains that it supports.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Shop Drawings	For each installation and for special components not dimensioned or detailed in manufacturer's product data. 1. Include plans, elevations, sections, and attachment details of curtains. 2. Include fabric assembly and hanging details. 3. Dimension operating clearances. 4. Include documentation of capacity of each batten, track, attachment, and rigging component to support loads. 5. Locations of equipment components, switches, and controls. Differentiate between manufacturer-installed and field-installed wiring. 6. Wiring Diagrams: For power, signal, and control wiring.	
			Samples for Initial Selection	For each type of stage curtain indicated. Include color charts showing full range of colors, textures, and patterns available, together with 12-inch-square Sample of each fabric type and seam.	
			Coordination Drawings	Reflected ceiling plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved: 1. Structural members to which tracks, battens, and other stage-curtain equipment will be attached. 2. Locations of lighting fixtures and cabling, ductwork, piping, and sprinklers. 3. Rigging equipment for stage equipment. 4. Access panels.	
			Qualification Data	For Installer.	
			Certificates	Product Certificates: For the following, from manufacturer: 1. Fabric: Provide name of flame-retardant chemical used, identification of applicator, treatment method, application date, allowable life span for treatment, and details of any restrictions and limitations. 2. Rigging: Compliance of suspended battens and tracks with requirements.	
			Sample Warranty	For manufacturer's special warranty.	
			Operation and Maintenance Data	Operation and Maintenance Data: For stage curtains and rigging to include in operation and maintenance manuals.	
			Warranty	Manufacturer's Special Warranty: Manufacturer agrees to repair or replace components of stage-curtain systems that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, faulty operation of rigging. 2. Warranty Period: Two years from date of Substantial Completion.	
116623	Gymnasium Equipment		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. 1. Include assembly, disassembly, and storage instructions for removable equipment.	
			Shop Drawings	For gymnasium equipment. 1. Include plans, elevations, sections, and attachment details. 2. Include details of field assembly for removable equipment, connections, installation, mountings, floor inserts, and operational clearances. 3. Include transport and storage accessories for removable equipment. 4. Include diagrams for power, signal, and control wiring.	
			Samples for Verification	For the following products: 1. Pad Fabric: Wall padding minimum 3 inches square, with specified treatments applied. Mark face of material.	
			Qualification Data	For Installer.	
			Certificates	Product Certificates: For each type of gymnasium equipment.	
			Sample Warranty	For special warranty.	



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			Operation and Maintenance Data	Operation and Maintenance Data: For gymnasium equipment to include in operation and maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of gymnasium equipment that fail in materials or workmanship within specified warranty period. 1. Warranty Period: Five years from date of Substantial Completion.	
			Training	Train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.	
116623	Gymnasium Equipment		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product. 1. Include assembly, disassembly, and storage instructions for removable equipment.	
			Shop Drawings	For gymnasium equipment. 1. Include plans, elevations, sections, and attachment details. 2. Include details of field assembly for removable equipment, connections, installation, mountings, floor inserts, and operational clearances. 3. Include transport and storage accessories for removable equipment. 4. Include diagrams for power, signal, and control wiring.	
			Samples for Verification	For the following products: 1. Pad Fabric: Wall padding minimum 3 inches square, with specified treatments applied. Mark face of material.	
			Qualification Data	For Installer.	
			Certificates	Product Certificates: For each type of gymnasium equipment.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	For gymnasium equipment to include in operation and maintenance manuals.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of gymnasium equipment that fail in materials or workmanship within specified warranty period. 1. Warranty Period: Five years from date of Substantial Completion.	
			Training	Train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.	
116800	Play Field Equipment and Structures		Product Data	The Contractor shall submit within 30 calendar days after receipt of notice to proceed complete sets of the material and equipment submittals, including: a. Play equipment manufacturer and manufacturer's representative's name(s) and address(es); b. Plan view drawings with model numbers, descriptive labels (including component names,) deck heights, and notations of compliance with CPSC, ASTM F1487-01 and ADA; c. Detailed component list with model numbers and catalog descriptions; d. Color chart; e. Written material specifications for all components; f. IPEMA certification certificate from the IPEMA website; g. Copy of manufacturer's warranty in certificate format.	



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			Warranty	The equipment manufacturer shall warrant material and workmanship against defects, from the date of manufacturer's invoice, for the period of time as follows: 1. LIMITED ONE HUNDRED (100) YEAR WARRANTY against structural failure due to weather corrosion or defects in materials and workmanship on aluminum deck posts, steel deck posts, the Versalok® fastening system, and associated fastening hardware. 2. LIMITED FIFTEEN (15) YEAR WARRANTY against structural failure due to weather corrosion or defects in materials and workmanship on steel support legs and Mira-Therm™ II on MEGA TOWER®, TOTS' CHOICE®, KIDS' CHOICE®, CENTER STAGE®, Nexus® and Boulder Ridge® Rock Wall; on playsystem steel components including railings, rungs, and rigid climbers; and Rockite®. 3. LIMITED ONE (1) YEAR WARRANTY against structural failure due to defects in materials and workmanship on TODDLERS' CHOICE® main support materials and decks; pool slide support structures, stairways, landings and railings; and bleachers. 4. LIMITED ONE (1) YEAR WARRANTY against failure due to defects in materials and workmanship on Slashproof Seats and 360 degree Bucket Tot Seats for Swings. 5. LIMITED ONE (1) YEAR WARRANTY against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts such as swing hangers, swivels, chains, whirls, trolleys, and flexible climbers. 6. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty. 7. These limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are	
122113	Horizontal Louver Blinds		Product Data	For each type of product.	
			Shop Drawings	For horizontal louver blinds, include fabrication and installation details.	
			Samples for Initial Selection	For each type and color of horizontal louver blind.	
			Schedules	1. Include Samples of accessories involving color selection.	
			Reports	Product Schedule: For horizontal louver blinds. Use same designations indicated on Drawings	
			Operation and Maintenance Data	Product Test Reports: For horizontal louver blinds with polymer slats that have been tested for compliance with NFPA 701, for tests performed by manufacturer and witnessed by a qualified testing agency.	
			Attic Stock	Maintenance Data: For horizontal louver blinds to include in maintenance manuals.	
				Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.	
122413	Roller Window Shades		Product Data	1. Horizontal Louver Blinds: Full-size units equal to 5 percent of quantity installed for each size, color, texture, pattern, and gloss indicated, but no fewer than two units.	
			Shop Drawings	For each type of product.	
			Samples	1. Include construction details, material descriptions, dimensions of individual components and profiles, features, finishes, and operating instructions for roller shades.	
			Qualification Data	Show fabrication and installation details for roller shades, including shadeband materials, their orientation to rollers, and their seam and batten locations.	
			Certificates	For each type of roller shade.	
				1. Shadeband Material: Not less than 10 inches square. Mark interior face of material if applicable.	
				2. Roller Shade: Full-size operating unit, not less than 16 inches wide by 36 inches long for each type of roller shade indicated.	
				3. Installation Accessories: Full-size unit, not less than 10 inches long.	
				For Installer.	
				Product Certificates: For each type of shadeband material.	



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			Reports	Product Test Reports: For each type of shadeband material, for tests performed by manufacturer and witnessed by a qualified testing agency.	
			Operation and Maintenance Data	For roller shades to include in maintenance manuals.	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Roller Shades: Full-size units equal to 5 percent of quantity installed for each size, color, and shadeband material indicated, but no fewer than two units.	
123216	Manufactured Plastic Laminate Faced Casework		Pre - Installation Meeting Minutes	Pre - Installation Meeting Minutes	
			Product Data	For each type of product.	
			Shop Drawings	Include plans, elevations, sections, details, and attachments to other work. Show fabrication details, including types and locations of hardware. Show installation details, including field joints and filler panels. Indicate manufacturer's catalog numbers for casework.	
			Schedules	Keying Schedule: Include schematic keying diagram and index each key set to unique designations that are coordinated with the Contract Documents.	
			Samples for Initial Selection	For cabinet finishes.	
			Samples for Verification	Samples for Verification: 8-by-10-inch Samples for each type of finish.	
			Qualification Data	For Installer.	
			Certificates	Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.	
			Sample Warranty	For special warranty.	
			Warranty	Special Warranty: Manufacturer agrees to repair or replace components of casework that fail in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, the following: a. Delamination of components or other failures of glue bond. b. Warping of components. c. Failure of operating hardware. 2. Warranty Period: Five years from date of Substantial Completion.	
123623.13	Plastic Laminate Clad Countertops		Product Data	For each type of product.	
			Shop Drawings	For plastic-laminate-clad countertops. 1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints. 2. Show locations and sizes of cutouts and holes for items installed in plastic-laminate-clad countertops. 3. Apply AWI Quality Certification Program label to Shop Drawings.	
			Samples for Initial Selection	For plastic laminates.	
			Samples for Verification	As follows: 1. Plastic Laminates: For each type, color, pattern, and surface finish required, 8 by 10 inches in size.	
			Qualification Data	For Installer and fabricator.	
			Certificates	Product Certificates: For the following: 1. Composite wood and agrifiber products. 2. High-pressure decorative laminate. 3. Adhesives.	
			Certificates	Quality Standard Compliance Certificates: AWI Quality Certification Program.	
123661.16	Solid Surfacing Countertops		Product Data	For countertop materials.	
			Shop Drawings	For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures. 1. Show locations and details of joints. 2. Show direction of directional pattern, if any.	
			Samples for Initial Selection	For each type of material exposed to view.	
			Samples for Verification	For the following products: 1. Countertop material, 6 inches square.	



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			Qualification Data	For fabricator.	
			Operation and Maintenance Data	Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.	
124813	Entrance Floor Mats and Frames		Product Data	For each type of product. 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for floor mats and frames.	
			Shop Drawings	1. Items penetrating floor mats and frames, including door control devices. 2. Divisions between mat sections. 3. Perimeter floor frames.	
			Samples	Samples: For the following products, in manufacturer's standard sizes: 1. Floor Mat: Assembled sections of floor mat. 2. Tread Rail: Sample of each type and color. 3. Frame Members: Sample of each type and color.	
			Operation and Maintenance Data	For floor mats and frames to include in maintenance manuals.	
			Attic Stock	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Resilient-Tile Entrance Mats: Full-size tile units equal to 2 percent of amount installed, but no fewer than 10 units.	
142123.16	Machine Room Less Electric Traction Passenger Elevators		Product Data	For each type of product. 1. Include capacities, sizes, performances, operations, safety features, finishes, and similar information. 2. Include Product Data for car enclosures, hoistway entrances, and operation, control, and signal systems.	
			Shop Drawings	1. Include plans, elevations, sections, and large-scale details indicating service at each landing, coordination with building structure, relationships with other construction, and locations of equipment. 2. Include large-scale layout of car-control station and standby power operation control panel. 3. Indicate maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.	
			Qualification Data	For Installer.	
			Certificates	Seismic Qualification Certificates: For elevator equipment, accessories, and components, from manufacturer. 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions. 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.	
			Certificates	Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and control closet layout and dimensions, as shown on Drawings, and electrical service including standby power generator, as shown and specified, are adequate for elevator system being provided.	
			Sample Warranty	For special warranty.	
			Operation and Maintenance Data	For elevators to include in emergency, operation, and maintenance manuals.	
			Certificates and Operating Permits	As required by authorities having jurisdiction for normal, unrestricted elevator use.	



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			Continuing Maintenance Proposal	Submit a continuing maintenance proposal from Installer to Owner, in the form of a standard one-year maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.	
			Warranty	Manufacturer's Special Warranty: Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period. 1. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions. 2. Warranty Period: 1 year from date of Substantial Completion.	
			Training	A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate, adjust, and maintain elevator(s). B. Check operation of elevator with Owner's personnel present before date of Substantial Completion and again not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.	
			Initial Maintenance Service	Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Parts and supplies shall be manufacturer's authorized replacement parts and supplies. 1. Perform maintenance during normal working hours. 2. Include 24-hour-per-day, 7-day-per-week emergency callback service with response time of one hour or less.	
144200	Wheelchair Lifts		Product Data	For each type of product. 1. Submit manufacturer's installation instructions, including preparation, storage and handling requirements. 2. Include complete description of performance and operating characteristics. 3. Show maximum and average power demands.	
			Shop Drawings	For each lift. 1. Show typical details of assembly, erection and anchorage. 2. Include wiring diagrams for power, control, and signal systems. 3. Show complete layout and location of equipment, including required clearances and coordination with shaftway.	
			Samples for Initial Selection	For each finished product specified provide, two complete sets of color chips representing manufacturer's full range of available colors and patterns.	
			Warranty	Manufacturer shall warrant the wheelchair lift materials and workmanship for one year following completion of installation.	
			Initial Maintenance Service	Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of lift Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper lift operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.	



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			Training	A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lifts. Include a review of emergency systems and emergency procedures to be followed at time of operational failure and other building emergencies. B. Check operation of lifts with Owner's personnel present and before date of Substantial Completion. Determine that operating systems and devices are functioning properly. C. Check operation of lifts with Owner's personnel present not more than one month before end of warranty period. Determine that operating systems and devices are functioning properly.	
210170	New Fire Suppression Sprinkler System		Product Data	1. Pipe and fitting materials and methods of joining for sprinkler piping. 2. Pipe hangers and supports. 3. Valves, including specialty valves, accessories, and devices. 4. Alarm devices. Include electrical data. 5. Air compressors. Include electrical data. 6. Fire department connections. Include type; number, size, and arrangement of inlets; caps and chains; size and direction of outlet; escutcheon and marking; and finish. 7. Sprinklers, escutcheons, and guards. Include sprinkler flow characteristics, mounting, finish, and other pertinent data. 8. Fire stopping product materials and U.L. listed installation details for penetrations of fire-rated walls and floors. 9. Fire hose station equipment including hose valves, hose adapters and hose cabinets.	
			Shop Drawings	Working plans and hydraulic calculations, shall be prepared according to NFPA #13 and NFPA #14, and submitted to the authorities having jurisdiction, Owner's insurance agent, Architect, Engineer, and State Fire Marshal for approval.	
			Certificates	Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA #13 and NFPA #14, including the "Contractor's Material and Test Certificate for Aboveground Piping" for each system.	
			Operation and Maintenance Data	shall be submitted for each type of sprinkler component and specialty, and included in the maintenance manuals, specified in Division 1.	
			As-Built Drawings	Refer to Division 1 for requirements. An up to date set of working drawings shall be kept at the site to record minor change in the intended system installation, as as-built conditions. Provide the required copies of final working drawings, corrected to show all as-built conditions, to the Owner, and the Owner's insurance agent upon completion of the project.	
			Operation and Maintenance Data	System Diagram and Operating Instructions: Provide at the completion of work, a color coded, neatly drawn small scale plan, mounted in a substantial glass enclosed frame, showing the locations of all sprinkler system control valves, auxiliary low point drains and inspector's test connections. Provide a minimum of two (2) copies of the current edition of NFPA#25, "Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems".	
			Warranty	Guarantee: The contractor shall submit a written guarantee of all materials and workmanship for a period of one (1) year, beginning at the date of final acceptance or beneficial use to the Owner, which includes emergency repair service for sprinkler systems, within four (4) hours, on a twenty-four (24) hour, seven (7) day a week basis, upon request for repair service by the Owner.	
			Attic Stock	Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. 1. Sprinkler Cabinets: Finished, wall-mounting steel cabinet and hinged cover, with space spare sprinklers plus sprinkler wrench. Include the minimum number of each type of sprinkler in the project, as required by NFPA #13.	
			Training	A. Demonstrate equipment, specialties, and accessories. Review operating and maintenance information. B. Schedule demonstration with Owner with at least seven days' advance notice.	



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210171	Fire Pump Electrical		Shop Drawings	Submit shop drawings with Fire Marshal's approval and descriptive data, complete with product designation for the following: 1. Pump layout 2. Associated piping and equipment 3. Dimensional data 4. Weights 5. Clearances 6. Method of assembly	
			Product Data	Provide manufacturer's literature including general assembly, pump curves showing performance characteristics with pump and system, operating point indicated, NPSH curve, controls, wiring diagrams, and service connections.	
			Manufacturers Installation Instructions	Include start-up instructions for the fire pump.	
			Certificates	Manufacturer's Certificate: Certify that fire pump meet or exceed specified requirements at specified operating conditions.	
			Reports	Field Reports: Indicate summary of hydrostatic test and field acceptance tests performed in accordance with NFPA 20.	
			Operation and Maintenance Data	A. Operation Data: Include manufacturer's instructions, start-up data, and trouble-shooting checklists for pumps and controllers. B. Maintenance Data: Include manufacturer's literature, cleaning procedures, replacement parts lists, and repair data for pumps, drivers and controllers.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Initial Maintenance Service	A. Furnish service and maintenance of fire pump, driver and controller for one year from date of substantial completion. B. Furnish service and maintenance of jockey pump, driver and controller for one year from date of substantial completion.	
220030	Insulation and Covering Plumbing		Shop Drawings	Insulation	
			Product Data	1. Product data on all insulation and covering.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220110	Drainage Systems Plumbing		Shop Drawings	Drainage System - Plumbing	
			Product Data	Product data on all systems equipment.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220120	Domestic Water Systems Plumbing		Shop Drawings	Domestic Water Systems - Plumbing	
			Product Data	Product data on all specialties and systems equipment.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220130	Gas Piping Systems Plumbing		Shop Drawings	Gas Piping Systems Plumbing	
			Product Data	Product data on gas valves.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220140	Fixtures Plumbing		Shop Drawings	Fixtures Plumbing	
			Product Data	Submit manufacturer's specifications for plumbing fixtures and trim, including catalog cut of each fixture type and trim item furnished, roughing-in dimensioned drawings, templates for cutting substrates, fixture carriers, and installation instructions.	
			Samples	Color Selection Data: Submit charts or samples for color selection where applicable.	
			Operation and Maintenance Data	Maintenance Data: Submit maintenance data and parts lists for each fixture type and trim item, including instructions for care of finishes. Include this data in maintenance manual.	



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			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220150	Equipment Plumbing		Shop Drawings	Equipment Plumbing	
			Product Data	1. Product data on all equipment including roughing-in data. 2. Connection diagrams for related piping and specialties.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220190	Testing Plumbing		Reports	Test Reports	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
220191	Balancing Plumbing		Reports	Balancing Report	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
230215	Valves		Product Data	Product Data	
230230	Insulation and Covering HVAC		Shop Drawings	Insulation and Covering HVAC	
			Product Data	Manufacturer's literature of all materials specified in accordance with Section 230200	
			Fabrication Instructions	Submit fabrication instructions for pipe fitting and valve insulation.	
			Installation Instructions	Installation Instructions	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
230300	Vibration Isolation HVAC		Shop Drawings	Vibration Isolation HVAC	
			Installation Instructions	Installation Instructions	
			Product Data	Manufacturer's literature of all materials specified in accordance with Section 230200	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
230400	Heating Generation Equipment		Shop Drawings	Heating Generation Equipment	
			Product Data	Product Data	
			Warranty	1. Start-up and one year of factory service on boilers. 2. The primary cooper-fin tube heat exchanger shall carry a 5-year limited warranty, and a 20-year warranty against thermal shock. 3. The secondary 316L heat exchanger shall carry a 3-year limited warranty. 4. The burner shall carry a 10-year limited warranty. 5. All other parts shall have a 1-year limited warranty. 6. The manufactured heating units, equipped with a pressed-tubular heat exchanger constructed of stainless steel and a welded stainless-steel manifold, shall be warranted by the boiler manufacturer to be free from defects in material and workmanship under normal usage for a period of ten years from the date of original installation.	
			Attic Stock	Tools and spare Parts for Each Boiler: Furnish and obtain receipt for complete set of gaskets, flue brush and scraper with light weight handles and all special tools that may be required.	
230410	Heating Generation Auxiliary Equipment		Shop Drawings	Heating Generation Auxiliary Equipment	
			Product Data	Product Data	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
				Show all water treatment equipment, including the following: (1) Piping diagrams of all factory mounted components (show all field piping required, if any). (2) Conductivity control panel and wiring diagrams (show all field wiring required). Include bill of materials showing model number, manufacturer, physical layout drawings, panel and equipment catalog cuts.	
230450	Refrigeration Equipment HVAC		Shop Drawings		
			Product Data	Product Data	



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			Warranty	Manufacturer shall guarantee all refrigeration equipment including parts, for five (5) years from start-up.	
			Operation and Maintenance Data	Operation and maintenance manuals: Include testing procedures for each of the treated systems.	
			Schedules	List of chemicals and methods to be used for each system: Use generic names. Provide Material Safety Data Sheets (MSDS) for each chemical used.	
			Reports	Laboratory make-up water sample analyses. Submit a copy of the project site make-up water analysis to document the water quality available at the project site. Make-up water test analysis to include at a minimum the analysis of the following compositions of the water: - Calcium Hardness (as ppm CaCO₃) - Total Hardness (as ppm CaCO₃) - Total Alkalinity or m-Alkalinity (as ppm CaCO₃) - pH - Silica (as SiO₂) - Specific Conductivity (micro S/cm) - Sulfate (as SO₄) - Chloride (as Cl⁻) - Phosphate (as PO₄)	
230500	Piping Systems and Accessories HVAC		Product Data	Manufacturers Product Data: 1. In-Line Circulator Pumps 2. Base-Mounted End Suction Pumps 3. Suction Diffusers 4. Diaphragm-Type Expansion Tanks (Vertical) 5. High Efficiency Air Eliminator/Dirt Separator 6. Water Feeders 7. Relief Valve (Water Systems) 8. Balancing Valves 9. Combination Valve Package for Pumps 10. Flexible Pump Connectors	
			Shop Drawings	Piping Systems and Accessories HVAC	
			Reports	Test Reports on Piping System Tests	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
230510	Water Treatment HVAC		Technical Services	Provide the services of an experienced water treatment chemical engineer or technical representative to direct flushing, cleaning, pre-treatment, training, debugging, and acceptance testing operations; direct and perform chemical limit control during construction period and monitor systems for a period of 12 months after acceptance, including not less than four service calls and written status reports. Minimum service during construction/start-up shall be 8 hours.	
			Reports	Field Quality Control and Certified Laboratory Reports: During the one-year guarantee period, the water treatment laboratory shall provide not less than 12 reports based on on-site periodic visits, sample taking and testing, and review with Owner, of water treatment control for the previous period. In addition to field tests, the water treatment laboratory shall provide certified laboratory test reports. These monitoring reports shall assess chemical treatment accuracy, scale formation, fouling and corrosion control, and shall contain instructions for the correction of any out-of-control condition.	
			Reports	Log Forms: Provide one year supply of preprinted water treatment test log forms.	
			Product Data	Manufacturer's Literature and Data: 1. Cleaning compounds and procedures. 2. Chemical treatment for closed systems. 3. Glycol water heat transfer systems.	
			Reports	Water analysis verification.	



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			MSDS	Materials Safety Data Sheet for all proposed chemical compounds.	
			Operation and Maintenance Data	Maintenance and operating instructions.	
230600	Air Distribution and Accessories HVAC		Shop Drawings	1. Shop drawings of all sheet metal indicate all steel, piping, conduit, and Architectural/Structural features to demonstrate complete coordination. Scale shall not be less than 1/4". a. Shop drawings shall indicate the sizes and lengths of each section of ductwork as well as all system components such as coils, access doors, dampers, diffusers and register locations. Also indicate the type of joints used and where internal acoustic lining or insulation, if required, will be utilized. b. The location of the duct runs and the air outlets shall be closely coordinated with all other trades by the sheet metal contractor to avoid interference. The shop drawings shall show the contact surfaces adjacent to the ducts or air outlets and the space assigned for concealment. The drawings shall indicate principal items of equipment, adjacent piping and conduit, etc., the location of which shall be secured from the contractors of other trades. c. Sheet Metal Contractor to include resubmissions of the shop drawings to the Engineer. The resubmissions are to include all corrections to previous submissions.	
			Product Data	2. Manufacturer's literature and performance data of all equipment and devices.	
			Samples	Samples: Furnish color samples, etc., at request of the Architect.	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, General Requirements.	
230605	Fans		Shop Drawings	Shop drawings of all sheet metal. Indicate all steel, piping, conduit, and Architectural/Structural features to demonstrate complete coordination. Scale shall not be less than 1/4" = 1'-0".	
			Product Data	Manufacturer's literature and performance data of all equipment and devices	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, General Requirements.	
230725	Terminal Heating Units		Shop Drawings	Submit shop drawings in accordance with Section 230200.	
			Product Data	1. Unit Heaters 2. Cabinet Heaters 3. Hot Water Coils 4. Fin-Tube Radiation 5. Steel Radiators	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, General Requirements.	
230760	Air Handling Equipment		Shop Drawings	Submit shop drawings in accordance with Section 230200.	
			Product Data	Product Data	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, General Requirements. In addition, the following special guarantee applies:	
230900	Automatic Temperature Controls(DDC)		Shop Drawings	1. Each compressor unit shall be provided with manufacturer's five (5) year parts and labor warranty. Automatic Temperature Controls(DDC)	



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				1. System Architecture showing all digital and pneumatically actuated devices. 2. Equipment lists of all proposed devices and equipment including data sheets of all products. 3. Valve, damper and well and tap schedules showing size, configuration, capacity and location of all equipment. 4. Data entry forms for initial parameters. Contractor shall provide English listing of all analog points with columnar blanks for high and low warning limits and high and low alarm limits, and a listing of all fan systems with columnar blanks for beginning and end of occupancy periods; and samples of proposed text for points and messages (for at least two systems of at least 15 points total) including sample 480-character alarm message. All text shall be approved prior to data entry. 5. Wiring and piping interconnection diagrams including panel and device power and sources. 6. Sketches of all graphics.	
			Product Data		
			Certificates	Submit manufacturer's certificates of conformance with applicable codes.	
			Point to Point Diagram	Furnish point-to-point diagram of automatic temperature control system approval, including heating, ventilating and air conditioning equipment wiring diagrams where temperature control connections are required.	
			Training	A. All training shall be by the BMCS contractor and shall utilize operator's manuals and as-built documentation. B. Operator training shall include three (3) four-hour sessions encompassing modifying text and graphics, sequence of operation review, selection of all displays and reports, use of all specified OWS functions, troubleshooting of sensors (determining bad sensors), and password assignment and modification. One training session shall be conducted at system completion, one shall be conducted forty-five days after system completion, and one at ninety (90) days, or as requested by the Owner.	
			Warranty	The control system herein specified shall be free from defects in workmanship and material under normal use and service. After completion of the installation, the control manufacturer shall regulate and adjust all thermostats, control valves, motors and other equipment provided under this contract. If within twelve (12) months from date of acceptance either for beneficial use of final acceptance, whichever is earlier, any of the equipment herein described is proven to be defective in workmanship or materials, it will be replaced or repaired free of charge. The control manufacturer shall, after acceptance, provide any service incidental to the proper performance of the control system under guarantee outlined above for the period of one year. Normal maintenance of the system or adjustments of components is not to be considered part of the guarantee. The control manufacturer will upon completion of the installation, during the warranty period, make available to the Owner, an annual service agreement covering all labor and material required to efficiently maintain the control system.	
230950	Testing and Balancing of Mechanical Systems		TAB Report	Final TAB Report 1. Submit specimen copies of report forms. 2. Forms shall be 8-1/2 x 11-inch paper for loose-leaf binding, with blanks for listing of the required test ratings and for certification of report. 3. Reports shall be on standard forms published by AABC or NEBB.	
260110	Raceways		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
			Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
260120	Wires and Cables		Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	



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260135	Electrical Boxes and Fittings		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260140	Wiring Devices		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data on electrical wiring devices.	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260155	Motor Starters		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data on motor starters and accessories.	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260160	Panelboards		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data including specifications, installation instructions and general recommendations, for each type of panelboard required. Include data substantiating that units comply with requirements.	
			Shop Drawings	Submit dimensioned drawings of panelboards and enclosures showing layouts of enclosures and required individual panelboard devices, including by not necessarily limited to, circuit breakers, contactors, and accessories, including wiring diagrams of contactors.	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260165	Switchboards		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data on switchgear and switchboards.	
			Shop Drawings	Submit dimensioned drawings of switchgear and switchboards showing accurately scaled basic sections including, but not necessarily limited to, auxiliary compartments, section components, and combination sections.	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260170	Motor and Circuit Disconnects		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data including specifications, installation instructions and general recommendations, for each type of motor and circuit disconnect switch required.	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260180	Overcurrent Protective Devices		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Submit manufacturer's data on overcurrent protective devices, including: voltages and current ratings, interrupting ratings, current limitations, internal inductive and non-inductive loads, time-current trip characteristic curves, and mounting requirements.	
			Shop Drawings	Submit layout drawings of overcurrent protective devices, showing spatial relationships of units to associated electrical equipment, and connections to electrical power supplies.	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260190	Supporting Devices		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	



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			Operation and Maintenance Data	Operation and Maintenance Manual	
260195	Power System Studies		Reports	1. Description, purpose, basis and scope of the study and a single line diagram of that portion of the power system which is included within the scope of the study. 2. Tabulations of circuit breakers, and other protective device ratings versus calculated short circuit duties, and commentary regarding same. 3. Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, and commentary regarding same. 4. Fault current calculations including a definition of terms and guide for interpretation of computer printout.	
260430	Metering Equipment		Product Data	Submit manufacturer's data on a complete digital metering package, including but not limited to, wiring diagrams.	
260452	Grounding		Product Data	Product Data	
			Shop Drawings	Shop Drawings	
260460	Transformers		Product Data	Submit manufacturer's data on power/distribution transformers, including certification of transformer performance efficiency at indicated loads, percentage regulation at 100% and 80% power factor, no-load and full-load losses in watts, % impedance at 75 Degrees C, hot-spot and average temperature rise above 40 degrees C ambient, sound level in decibels and standard published data including dimensions and net and shipping weights.	
			Shop Drawings	Submit dimensioned drawings of transformer installations, showing mountings and supports.	
260470	Distribution Circuits		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260471	Feeder Circuits		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260472	Branch Circuits		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260475	Elevator Electrical Systems		Warranty	All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.	
			Product Data	Product Data	
			Shop Drawings	Shop Drawings	
			Operation and Maintenance Data	Operation and Maintenance Manual	
260510	Building Lighting		Product Data	Submit manufacturer's data on building lighting fixtures.	
			Shop Drawings	Submit dimensioned drawings of lighting fixture installations, including but not necessarily limited to, layout, relation to associated panelboards, and connections to panelboards. Submit fixture shop drawings in booklet form with separate sheet for each fixture, assembled in luminaire "type" alphabetical order, with proposed fixture and accessories clearly indicated on each sheet.	
260520	Roadway & Parking Area Lighting		Product Data	Submit manufacturer's data on roadway and parking area lighting units, including certified dimension drawings of components including, but not necessarily limited to, fabricated poles and standards, and hardware.	



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260601	Lightning Protection Systems		Product Data	Submit manufacturer's data on lightning protection equipment, components and devices.	
			Shop Drawings	Submit dimensioned layout drawings of all lightning protection system equipment, components and devices including conductor sizing, routing and connections.	
			Certificates	Provide Owner with UL Master Label for overall system which shall be suitable for fastening to building for display. Comply with UL 96A, "Installation Requirements for Lightning Protection Systems."	
			Reports	Upon completion of installation of lightning protection system, test resistance-to-ground level. Where tests show resistance-to-ground is over 25 ohms, the Contractor shall take appropriate action to reduce resistance to 25 ohms or less by driving additional ground rods and/or treating soil in the proximity to the ground rod with sodium chloride, calcium chloride, copper sulphate, or magnesium. Then retest to demonstrate compliance with requirements.	
260731	Wireless Clock System		Product Data	Submit complete catalog data for each system device and components, describing physical characteristics and method of installation.	
			Shop Drawings	Showing the following. 1. Diagram of proposed system showing communication pathway and schedule of individual system device installation locations. 2. Indicate integration with the Owner's network. Include a line diagram of network relationships. 3. Show system device power requirements.	
			Samples	Submit one specified system device model(s) for approval. Approved sample(s) shall be tagged and shall be installed at location directed.	
			Manufacturers Installation Instructions	Submit complete installation, set-up and maintenance instructions electronically	
			Sample Warranty	Manufacturer Sample Warranty	
			Manufacturer Technical Support Agreement	Manufacturer Technical Support Agreement (TSA)	



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			Warranty	A. Manufacturer shall provide a one year limited warranty for Education Series Analog Clocks equipped with Bluetooth® low energy wireless technology. B. Manufacturer shall provide a two-year limited warranty for Non-Education Series Clocks equipped with Bluetooth® low energy wireless technology. C. Manufacturer shall provide a two-year limited warranty for Bridge devices equipped with Bluetooth® low energy wireless technology. D. Manufacturer shall provide a two-year limited warranty for Clock devices equipped with Power over Ethernet (PoE) technology. E. Manufacturer shall offer an extended warranty on system devices.	
			Training	A. Initial Demonstration and Training: provide demonstration and training for Owner facility staff that is responsible to perform system software administration. B. Demonstrate maintenance procedures for system devices. C. Demonstrate the system software components and features, including monitoring and management of system devices.	
260771	Intercom/Telephone Communications System		Shop Drawings	1. Product and cable specification data sheets. 2. Main Distribution Frame (MDF) and equipment assembly details. a. Indicate size and space requirements. b. Indicate positions of major components. 3. Complete wiring diagrams indicating: a. Devices. b. Components. c. Interconnecting wiring. d. Block diagrams 4. Data base programming sheet indicating all features of telephones, speakers, etc. 5. Floor plans indicating device and component locations, conduit, raceway and cable routes. 6. Grounding details and requirements. 7. Power connections, including source and branch circuit data.	



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				following: 1. Component Operating Manual including technical data sheets. a. Control settings. b. Amplifier loads. 2. Information for reordering replacement parts. a. Provide a replacement parts list. b. Provide a list of recommended parts, tools, and instruments for testing and maintenance purposes. 3. Wiring diagrams/details: a. System functional block diagrams. b. System schematic diagrams. c. System wiring list. d. Identify terminals to facilitate installation, operating and maintenance. e. Indicate terminals to facilitate installation, operating and maintenance. f. Indicating and distinguish between field and factory wiring. 4. System Operating Instructions: Provide a clear and concise description of operation which gives, in detail, the information required to properly operate the equipment and system. 5. Update to include any information necessitated by construction. Complete "as installed" wiring and schematic diagrams shall be included which show all items of equipment and their interconnecting wiring. 6. Component Service Manual: Include information for testing, repair, troubleshooting, assembly, disassembly, and required/recommended maintenance intervals.	
			Operation and Maintenance Data		
				1. Submit in accordance with Section 01300 for the complete system. Record drawings shall include and indicate all components of the installed systems, including the routing of conduit, raceways and cable. 2. Drawings shall be coordinated and referenced to the O & M manuals and related wiring diagrams. Floor plan drawings shall be 1/16" = 1'-0" or greater to provide for clear and legible documents.	
			As-Built Drawings		
			Reports	Submit field test reports specified in Part 3.	
				A. Provide on training and utilize specified manuals and record documentation. All training shall be provided at the project site and coordinated with the Owner. All training sessions will be video taped by the vendor for Owner's future reference. B. Training shall include a minimum of two four-hour sessions encompassing all instructions required for system operation. Provide operators manuals and user guides with training. Provide follow up training for 8 hours minimum after initial training. C. Training shall utilize the equipment provided at the project site. Coordinate use, time and availability of equipment with the Owner. D. Demonstrate adjustment, operation and maintenance of the system including each component and control. E. Voice Mail / Homework Hotline: Basic training shall be provided for this system. Additional training for system programming and database management shall be in addition to this contract and will be purchased on an "as needed" basis.	
			Training		



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			Warranty	A. Provide a one (1) year warranty of the installed system against defects in material and workmanship. All labor and materials shall be provided at no expense to the Owner during normal working hours. The warranty period shall begin on the date of system acceptance. B. Make available a service contract offering continuing factory authorized service of this system after the initial warranty period.	
260772	Cafetorium Sound Reinforcement System		Warranty	The system shall be guaranteed for a period of one year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design and installation. Any defects shall be repaired/replaced at no expense to the owner during normal business hours.	
			Reports	Before the installation shall be considered complete and acceptable by the awarding authority, a test on the system shall be performed as follows: A. The contractor's job foreman, in the presence of a representative of the owner, and the fire marshal's office shall operate every building fire alarm device to ensure proper operation and correct annunciation at each remote annunciator and control panel. B. When the testing has been completed to the satisfaction of both the contractor's job foremen and the representatives of the manufacturer and owner, a "Certificate of Installation" shall be completed and signed by the necessary personnel, stating that the system is installed in accordance with this specification.	
			As-Built Drawings	A complete set of reproducible "as-built" drawings showing installed wiring, specific interconnections between all equipment, and internal wiring of the equipment shall be delivered to the owner upon completion of system.	
			Operation and Maintenance Data	Three (3) complete sets of operating and instruction manuals, each placed in a 3-ring binder, shall be delivered to the owner upon completion. Each manual shall contain a copy of the as-built sound system drawings. The instruction period for the owner or its representatives shall be 16 hours, performed during normal business hours.	
260930	Dimming Controls		Shop Drawings	Shop Drawings shall be submitted for approval within 30 days after receipt of contract. No fabrication of equipment is to proceed prior to approval of these drawings. Submittal package shall contain: 1. A complete bill of material 2. Sets of catalog cuts for standard equipment 3. Sets of shop drawings detailing all mechanical and electrical equipment including one line diagrams, wire counts, internal wiring, and physical dimensions of each item. Marked up catalog cuts are unacceptable.	
			Jobsite Checkout	Upon completion of all contractors wiring, and after all fixtures are installed and lamped, the contractor shall request the services of a factory representative to completely check out the system prior to energizing the system. At the time of checkout and testing, the owner's representative shall be thoroughly instructed in the proper operation of the system for a full day.	
			As-Built Drawings	Two complete sets of as built drawings shall ship with the equipment when it leaves the factory, along with operations and maintenance manuals for the dimmer system.	
			Installation Instructions	Installing contractor shall follow manufacturer's installation instructions	
			Operation and Maintenance Data	Operation and Maintenance Instructions. Within two weeks after system turn-on is completed, the manufacturer shall provide three sets operations and maintenance manuals along with a copy of written warranty.	



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			Warranty	A. Manufacturer's Warranty: All equipment shall be warranted free of defects in materials and workmanship. B. Warranty Period: 26 months from date of shipment or two years from date of turn-on, whichever occurs first. C. Owner Rights: Manufacturer's warranty is in addition to, not a limitation of, other rights the Owner may have under contract documents. A complete two (2) year warranty covering all parts and labor shall be provided for the control console and its peripheral devices. All software updates to the console released during the warranty period of the console shall be available to the owner free of charge. It shall be required of the owner that a warranty registration card be completed and sent to the manufacturer in order to validate the warranty.	
			Training	A. Lighting Control Systems: Upon completion of the work, the Stage Lighting Contractor shall submit three (3) copies of a detailed Operating and Maintenance Manual including as-built shop drawings, equipment descriptions and parts lists. The Stage Lighting Contractor shall go through the manual with Owner-designated personnel to demonstrate and explain the maintenance and operation of the systems. B. Installing Contractor shall provide Owner with eight (8) hours of training on equipment. This contract shall include video taping of session and video tapes of instructions on the use of the equipment.	
			Testing	A. Notification: Upon completion of the installation, the contractor shall notify the dimming system manufacturer that the system is available for formal checkout. Notification shall be given in writing a minimum of 18 days prior to the time factory-trained personnel are required on site. Manufacturer shall have the option to waive formal turn-on. B. Turn-On: Upon completion of all line, load and interconnection wiring, and after all fixtures are installed and lamped, Manufacturer's Rep or, if waived, Contractor shall completely check the installation prior to energizing the system. Each installed dimmer system shall be tested for each level of brightness, proper ON/OFF operations, and proper LED illumination. Each installed control panel shall be tested with each scene: verifying that each dimmer-controlled fixture adjusts to the selected scene and that all scene-controller LED's illuminate properly. If hand-held remote control scene controller is specified and furnished, all operations shall be similarly tested. C. At the time of checkout and testing, the owner's representative shall be thoroughly instructed in the proper operation of the system.	
280721	Fire Alarm and Detection Systems		Product Data	Submit manufacturer's data on fire alarm and detection systems including, but not limited to, roughing-in diagrams and instructions for installation, operation and maintenance, suitable for inclusion in maintenance manuals. Also include a standard of a typical riser diagram and wiring diagram for equipment to be furnished and installed under this contract.	



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				intent and coordination with other trades, and shall not be taken to indicate a complete fire alarm and detection layout; meeting all NFPA, State and local codes for this project. It shall be the responsibility of the Contractor's sub-contractor/vendor and his fire protection engineer to produce a complete set of drawings indicating all required equipment, devices, wiring diagrams and components needed to meet and fulfill the requirements of the NFPA, State of Delaware's Office of the Fire Marshal and the Authority Having Jurisdiction. 3. One (1) complete set of the entire submittal shall be forwarded to the local Fire Marshal's Office for approval. The submission shall also include the following: a. Power calculations. Battery capacity calculations. Battery size shall be a minimum of 125 % of the calculated requirement. b. Supervisory power requirements for all equipment. c. Alarm power requirements for all equipment. d. Power supply justification showing power requirements for each of the system power supplies. Power supplies shall be sized to furnish the total connected load in a worst-case condition plus 25 % spare capacity. e. Voltage drop calculations for wiring runs demonstrating worst-case condition. f. NAC circuit design shall incorporate a 15% spare capacity for future expansion. The plan review by the Fire Marshal's Office shall be forwarded to the Project's Engineer, signed or under cover sheet, of approval from the Fire Marshal, as a shop drawing, once received in triplicate. 4. Complete manufacturer's catalog data including supervisory power usage, alarm power usage, physical dimensions, finish and mounting requirements. 5. Complete drawings covering the following shall be submitted by this Contractor for the proposed system: a. Floor plans in a CAD compatible format showing all equipment and raceways, marked for	
			Shop Drawings		
			Attic Stock	The Electrical Contractor shall furnish up to ten (10) in any combination of fire alarm devices selected by Owner, including but not limited to, smoke, heat, duct, monitor module, control monitor module or audio/visual devices for Owner spare.	
			Warranty	A. The contractor shall guarantee all equipment and wiring to be free from inherent mechanical and electrical defects for one (1) year (365 days) from the date of final acceptance. B. In addition to the equipment shown on the project drawings, and as stated above include twenty (20) additional peripheral devices of any type (i.e.: smoke detector, duct smoke detector, heat detector, pull station, monitor module, relay module, control module, speaker/strobe, strobe, etc.). These devices may be installed at the discretion of the local Fire Marshal, the project engineer, or the licensed fire alarm company, upon review and/or testing performed by all. If necessary, these devices, along with the required panel additions, wiring, labor, etc., shall be furnished and installed at no additional cost to the owner. If, at the end of the project, they are not required to be installed, they shall be given to the owner for their use. C. Concurrent with the warranty period, the licensed fire alarm contractor shall provide (2) semi-annual inspections of the completed fire alarm system in accordance with the State of Delaware Fire Prevention Regulations. All costs shall be included in the contract amount. No additional fees will be paid by the owner for this service.	



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			Testing	before the installation shall be considered complete and acceptable by the awarding authority, a test on the system shall be performed as follows: A. The contractor's job foreman, in the presence of a representative of the owner, and the fire marshal's office shall operate every building fire alarm device to ensure proper operation and correct annunciation at each remote annunciator and control panel. B. One half (1/2) of all tests shall be performed on battery standby power. C. Where application of heat would destroy any detector, it may be manually activated. D. When the testing has been completed to the satisfaction of both the contractor's job foreman and the representatives of the manufacturer and owner, a State of Delaware "Fire Alarm Signaling System Certificate of Installation" shall be completed and signed by the necessary personnel. E. The contractor shall leave the fire alarm system in proper working order, and without additional expense to the owner, shall replace any defective materials or equipment provided by him under this contract within one (1) year (365 days) from the date of final acceptance by the awarding authority. Warranty work shall be completed during normal business hours, a maximum of 24 hours after notification of the service request. F. Provide service response within (1) hour during a "false alarm" condition.	
			As-Built Drawings	A complete set of reproducible "as-built" drawings showing installed wiring, specific interconnections between all equipment, and internal wiring of the equipment shall be delivered to the owner upon completion of system.	
			Operation and Maintenance Data	Three (3) complete sets of operating and instruction manuals, each placed in a 3-ring binder, shall be delivered to the owner upon completion. Each manual shall contain a copy of the as-built fire alarm system drawings. The instruction period for the owner or it's representatives shall be 4 hours, performed during normal business hours.	
280724	Area Resuce System		Product Data	Data sheets shall be provided on all equipment being provided.	
			Shop Drawings	B. Internal control cabinet drawings showing internal block diagram connections shall be provided.	
			Certificates	C. Wiring diagrams showing typical field wiring connections shall be provided.	
			Warranty	FCC registration number and certificate shall be provided.	
			Warranty	A. The Contractor shall provide a one-year guarantee of the installed system against defects in material and workmanship. All labor and materials shall be provided at no expense to the Owner. Guarantee period shall begin on the date of acceptance by the Owner or engineer. B. A maintenance contract offering continued factory authorized service of this system shall be made available if requested by the Owner.	
			Training	The Contractor shall furnish training with the system. These sessions shall be broken into segments that will facilitate the training of individuals in operating Master Telephone equipment as well as call station panels. Operating manuals and users guides shall be provided at the time of the training.	



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				in the employ of a manufacturer of the products installed. In addition, factory trained technicians shall demonstrate operation of the complete system and each major component to the Owner. B. System field wiring diagrams shall be provided to this subcontractor by the system manufacturer prior to installation. C. All materials and installation shall be guaranteed to be free of defects in material and workmanship for one year after final acceptance of installation and test. D. Upon completion of the installation, four (4) copies of complete operational instructions shall be furnished, complete with record drawings. Instructions shall include part numbers and names, addresses, and telephone numbers of parts source. Final payment shall not be made until operational manuals have been received. E. Upon completion of the installation of the equipment, the electrical contractor shall provide to the engineer a signed statement form the equipment supplier that the system has been wired, tested, and functions properly according to the specifications. F. Nothing herein contained shall be construed to relieve the Contractor from furnishing a complete and acceptable electrical wiring system in all its categories. The engineer will condemn and reject any materials or labor which are or may become detrimental to the accomplishment of the intentions of these specifications.	
280725	Intrusion Detection System		Product Data/Shop Drawings	Submittals are required for the entire system, including the branch-wiring diagram.	
			Attic Stock	Provide three (3) sets of keys for all panels, stations, and devices.	
				The alarm contractor shall submit a written test report that the system has been 100 percent tested and approved. The final test shall be witnessed by the Owner and performed by the alarm contractor. The final test report must be received and acknowledged by the Owner prior to request for final payment. Provide instruction to the Owner's satisfaction with regard to proper use and operation of the system.	
			Testing		
280727	Integrated Access Control and Security Management Sys		Shop Drawings	Prior to assembling or installing the SACS, the Contractor shall provide complete shop drawings which include the following: 1. Architectural floor plans indicating all system device locations. 2. Full schematic wiring information for all devices. Wiring information shall include cable type, cable length, conductor routings, quantities, and point-to-point termination schedules. 3. Complete access control system one-line block diagram. 4. Statement of the system sequence of operation. 5. Riser diagrams showing interconnections. 6. Detail drawings showing installation and mounting. 7. Fabrication drawings for console arrangements and equipment layout. All drawings shall be fully dimensioned and prepared in DWG format using the latest version of AutoCAD.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Product Data	1. Complete product data and technical specification data sheets and include manufacturer's data for all material and equipment, including terminal devices, local processors, computer equipment, access cards, and any other equipment provided as part of the SMS. 2. A system description, including analysis and calculations used in sizing equipment required by the SMS. The description shall show how the equipment shall operate as a system to meet the performance requirements of the SMS. The following information shall be supplied as a minimum: a. Central processor configuration and memory size b. Description of site equipment and its configuration c. Protocol description d. Rigid disk system size and configuration e. Backup/archive system size and configuration f. Start up operations g. System expansion capability and method of implementation h. System power requirements and UPS sizing i. A description of the operating system and application software.	
			As-Built Drawings	At the conclusion of the project, the Contractor shall provide "as built" drawings. The "as built" drawings shall be a continuation of the Contractors shop drawings as modified, augmented, and reviewed during the installation, check out and acceptance phases of the project. All drawings shall be fully dimensioned and prepared in DWG format using latest version of AutoCAD.	
			Operation and Maintenance Data	herein. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of each security system integrator installing equipment and systems and the nearest service representatives for each item of equipment for each system. The manuals shall have a table of contents and labeled sections. The manuals shall include all modifications made during installation, checkout, and acceptance. The manuals shall contain the following: 1. Functional Design Manual The functional design manual shall identify the operational requirements for the system and explain the theory of operation, design philosophy, and specific functions. A description of hardware and software functions, interfaces, and requirements shall be included for all system operating modes. 2. Hardware Manual The hardware manual shall describe all equipment furnished including: a. General description and specifications b. Installation and check out procedures c. Equipment layout and electrical schematics to the component level d. System layout drawings and schematics e. Alignment and calibration procedures f. Manufacturers repair parts list indicating sources of supply 3. Software Manual The software manual shall describe the functions of all software and shall include all other information necessary to enable proper loading, testing, and operation. The manual shall include: a. Definition of terms and functions b. Use of system and applications software c. Initialization, start up, and shut down	
			Warranty	The Security Management System (SMS) shall be provided with a 14 month product warranty from date of shipment or 1 year from date of registration, whichever is shorter. Software version upgrades shall be available for no charge during this warranty. The software media warranty shall be 90 days per the C•CURE software licensing agreement.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Training	The Contractor shall provide a competent trainer who has extensive experience on the installed systems and in delivering training to provide the instruction. As an alternate, the Contractor may propose the use of factory training personnel and coordinate the number of personnel to be trained.	
312000	Earthmoving		Certificates	Material Certification and delivery slips for: 1. Select Borrow 2. Graded Aggregate Base Course 3. Delaware #57 Stone 4. Compost Stormwater Blanket	
320523	Cement and Concrete for Exterior Improvements		Certificates	Certificates: All deliveries of concrete shall be accompanied by delivery slips.	
			Integrally Colored Concrete	Submit product data for color additives and curing products. Submit the manufacturer's color chart for the Landscape Architect to select the concrete colors.	
			Stamped Concrete	1. Manufacturer's standard specifications, including product characteristics and criteria. 2. Manufacturer's instructions and recommendations on delivery, storage, handling, preparations and application. 3. Shop drawings showing stamp layout and pattern. 4. Following approval of the above documents, submit a sample showing pattern, texture and color as selected by the Landscape Architect. a) Sample shall be a minimum of 24 inch x 24 inch. b) Sample shall be submitted on minimum 1/2 inch thick plywood. c) Concrete shall be a minimum of 1/2 inch thick or thicker as needed to adequately show pattern and texture. d) Certification that the material complies with the manufacturer's performance characteristics and criteria. 5. Following approval of the sample, submit a manufacturer's field inspection report within 5 days of a manufacturer's site inspection.	
321216	Asphalt Paving		Mix Designs	Job mix formula. A. Provide job mix formulas for each required bituminous concrete mixture as specified in Section 401 of the Standard Specifications. B. Submit for approval prior to beginning paving operations.	
			Certificates	Provide copies of delivery slips at the end of each working day.	
			Samples	A. Methods and rates of sampling bituminous mixtures shall conform to Section 1014 of the Standard Specifications with the following exceptions: 1. Sampling shall be performed by the producer's quality control technician. 2. For small scale projects where it is possible to attain the minimum lot size specified, a total of five (5) samples shall be taken at random for each type of mix specified, per each day's production. B. Testing of bituminous concrete mixtures to determine the quantity of bitumen, gradation of aggregate, and conformance to mix design requirements shall be as specified in Section 1014 of the Standard Specification. C. Submit results of tests on forms signed by producer's quality control technician.	
321613	Concrete Curb		Certificates	All deliveries of concrete shall be accompanied by delivery slips.	
321816.13	Playground Protective Surfacing				
323119	Decorative Metal Fencing and Gates		Shop Drawings	Submit shop drawings and product literature in accordance with the conditions of the Contract.	
			Operation and Maintenance Data	Submit operation and maintenance manuals for cantilevered gate.	
			Samples	Submit color selections for powder coated finishes.	
323157	Cast In Place Concrete for Screen Wall Footings		Product Data	For each type of product.	
			Mix Designs	For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Shop Drawings	Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.	
			Certificates	Material Certificates: For each of the following, signed by manufacturers: 1. Cementitious materials. 2. Admixtures. 3. Steel reinforcement and accessories.	
323158	Unit Masonry for Screen Wall		Product Data	For each type of product.	
			Shop Drawings	For the following: 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes. 2. Cast Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required. 3. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.	
			Samples for Initial Selection	Clay face brick, in the form of straps of five or more bricks. Stone trim.	
			Samples for Verification	For each type and color of the following: 1. Clay face brick, in the form of straps of five or more bricks. 2. Stone trim. 3. Weep holes[and cavity vents]. 4. Accessories embedded in masonry.	
			List of Materials	List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates. 1. Submittal is for information only. Receipt of list does not constitute approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.	
			Qualification Data	For testing agency.	
			Certificates	Material Certificates: For each type and size of the following: 1. Masonry units. a. Include material test reports substantiating compliance with requirements. b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances. c. For exposed brick, include test report for efflorescence according to ASTM C 67. 2. Cementitious materials. Include name of manufacturer, brand name, and type. 3. Mortar admixtures. 4. Preblended, dry mortar mixes. Include description of type and proportions of ingredients. 5. Grout mixes. Include description of type and proportions of ingredients. 6. Reinforcing bars. 7. Joint reinforcement. 8. Anchors, ties, and metal accessories.	
			Mix Designs	Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients. 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content. 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
			Statement of Compressive Strength	Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.	
323319	Bicycle Racks		Product Data	manufacturer's product data	
			Shop Drawings	setting drawings	
			Warranty	Manufacturer's warranty shall agree to repair, replace, or refund the purchase price of bicycle racks found defective. Material and workmanship shall be warranted for five years. Coatings shall be warranted for two years against peeling, cracking, and color change.	
329000	Planting		Samples	Inert Mulch - 5 pounds of each type to be used.	
			Samples	All pesticides required such as preemergence or post emergence herbicides, insecticides, or fungicides. EPA approved labeling and MSDS sheet for each such product selected for use.	
			Certificates	~~Certificates of Conformance or Compliance. before delivery, notarized certificates attesting that the~~ following materials meet the requirements specified shall be submitted to the Owner's Representative for approval: 1. Plant Materials (Department of Agriculture certification by State Nursery Inspector from the state in which the plant material originates declaring material to be free from insects and disease). 2. Fertilizers 3. Lime 4. Peat 5. Seed 6. Sod 7. Membranes 8. Asphalt Adhesive	
			Product Data	Manufacturer's Literature and Data: 1. Metal edging 2. Antidesiccant 3. Erosion control materials 4. Hydro mulch 5. Pre-emergent herbicide	
			Licenses	Licenses of Arborist shall be submitted (one copy), to the Owner's Representative.	
			Certificates	Submit a manufacturer's Certificate of Compliance to the Specifications with each shipment of each type of seed. These certificates shall include the guaranteed percentages of purity, weed content and germination of the seed, and also the net weight and date of shipment. No seed may be sown until the Contractor has submitted the certificates.	
			Certificates	Submit a certificate of analysis for each type of fertilizer.	



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Spec Section	Spec Section Name	Contract Name	Submittal Type	Description	Submit By (date)
				1. A One Year Plant and Turfgrass Warranty will begin on the date that the Government accepts the plants and turfgrass but not before the end of the Landscape Plant and Turfgrass Establishment Period. 2. The Contractor will replace any dead plant material and any areas void of turfgrass immediately during the warranty period and during an active growing season. A one year warranty for the plants and turfgrass that are replaced will begin on the day the replacement work is completed and accepted. 3. Replacement of relocated plants, that the Contractor did not supply, is not required unless they die from improper handling and care during transplanting. Loss through Contractor improper handling, care, or negligence requires replacement in kind and size. 4. The State will reinspect all replacement plants and turfgrass at the end of the One Year Warranty. The Contractor will replace any dead, missing, or defective plant material and turfgrass immediately and during an active growing season. The Warranty will end on the date of this inspection provided the Contractor has complied with the work required by this specification. 5. The Contractor shall remove stakes, guy straps and any required tree wrappings from plants having been installed for one year, unless otherwise directed by the Owner's Representative in consultation with the State Agronomist.	
331417	Water Service Piping		Warranty	for pipe, fittings, valves, hydrants, and gaskets.	
333100	Sanitary Sewerage		Product Data	Submit manufacturers' product data for pipe, fittings, and gaskets.	
				Video Inspection	
333400	Stormwater Utilities		Testing	1. Storm lines shall meet the following standards to pass the video inspection. a. Barrel of pipe shall have no vertical deflection (not to be confused with the deflection test), and at least seventy-five percent of barrel shall be visible in the horizontal direction. b. Pipe not meeting this Specification shall be re-laid and re-lamped until compliance is achieved at no additional cost to the Owner.	

SECTION 013226 - SUBCONTRACTOR DAILY REPORTS

1. SUBCONTRACTOR DAILY REPORTS

- A. The Subcontractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:
1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
 2. Extra Work (Time and Material) in progress.
 3. Materials Received.
 4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
 5. Inspection Checklist (performed daily).
- B. The Subcontractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

- A. The Subcontractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.
- B. A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.
- C. The Subcontractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. Sample Daily Report

- A. A sample daily report follows this section for your reference.

END OF SECTION

CONTRACTOR'S DAILY REPORT

Project Name:	Whitehall Elementary School
Date:	
Contractor:	
Contract No. & Description:	
Weather:	
Foreman's Name	(Print)

TRADE	*CLAS S	MANPOWE R COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
	TOTA L			

* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned:

Construction Equipment:

Qualified Operator(s)

Deliveries or Materials:

Machinery, tools, material, and equipment to be used:

Inspection of work area, machinery, tools, material, or equipment

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking

The controls to render them inoperable or shall be physically removed from its place of operation.

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDiS Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

House Keeping

- ☐ Material Storage Area's Orderly
- ☐ Trash Containers Available and Emptied daily
- ☐ Fire Hazards
- ☐ Lighting and ventilation
- ☐ Exits and Stair clear passage
- ☐ Walkways, corridors clear passage
- ☐ Daily debris /trash removal
- ☐ _____

Personal Protective Equipment

- ☐ Hard Hats being worn
- ☐ Safety Glasses with side shields being worn
- ☐ Secondary Eye/Face protection
- ☐ Respirators as required
- ☐ Hand protection when needed
- ☐ Ear protection when needed
- ☐ Inspected & Maintained
- ☐ _____

Fire Prevention

- ☐ Fire extinguishers inspected
- ☐ Flammable / Combustibles properly store
- ☐ Approved Fuel cans used and labeled
- ☐ Oxygen / Acetylenes stored properly
- ☐ _____

Electrical

- ☐ GFI in use
- ☐ Three prong insulated extension cords used
- ☐ Extension cords in good condition
- ☐ Lockout / Tag-out program in use
- ☐ _____

Excavations

- ☐ Miss Utility been contacted
- ☐ Properly Barricaded
- ☐ Ladders in use at depths over 4'-0"
- ☐ Ladders every 25'-0" distance
- ☐ Shored, sloped, benched as required
- ☐ Dewatering as needed
- ☐ _____

Ladders

- ☐ Good condition
- ☐ Correct pitch
- ☐ Extends 3'-0" above landing
- ☐ Open and secured / tied off
- ☐ _____

Scaffolds

- ☐ Certified Scaffold Installer
- ☐ Guardrails, toe boards, and planking secured
- ☐ Appropriate signage
- ☐ Adequate cross bracing
- ☐ Secured to building over 25'-0" in height
- ☐ _____

Cranes

- ☐ Rated Load Capacity available in cab
- ☐ Swing Radius barricaded
- ☐ Appropriate certificates / decals / hand signals
- ☐ Daily safety inspection log completed
- ☐ _____

Fall Protection

- ☐ Fall protection plan on file
- ☐ Full harness / shock absorbing lanyard used
- ☐ Anchoring points secured
- ☐ Perimeter barricades
- ☐ Open sided floor protection
- ☐ 6'-0" Tie-off utilized
- ☐ _____

Paperwork

- ☐ MSDS Information
- ☐ Contractors Safety Program
- ☐ Hazardous Communications Training
- ☐ Hazardous Communications Program
- ☐ Contractor Qualified Representation
- ☐ _____

Other

- ☐ _____
- ☐ _____

Foreman / Competent Person:
Print Name _____

SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

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

2. ITEMS TO BE SUBMITTED AT START OF WORK

- A. Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- B. Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- C. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- D. Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- E. Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- F. Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.
- G. Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

- A. Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- B. If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

- A. See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. SUBMITTALS

- A. All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.
- B. Prepare a Submittal's Schedule for Shop Drawings, Product Data and Samples. Show:
1. The dates for Contractor's submittals.
 2. The dates submittals will be required for Owner-furnished products.
 3. The date approved submittals will be required from the Architect.
- C. Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

- A. Conform to provisions in General Conditions applying to Shop Drawings.
- B. Present in a clear and thorough manner.
1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
 2. Maximum sheet size: 30" x 42".

7. PRODUCT DATA

- A. Conform to provisions in General Conditions applying to Product Data.
- B. Preparation:
1. Clearly mark each copy to specifically identify products or models pertinent to project.

2. Show performance characteristics and capacities.

3. Show dimensions and clearances required.

4. Show wiring or piping diagrams and controls.

C. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.

2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

A. Conform to provisions in General Conditions applying to Samples.

B. Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

C. Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

A. Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor.

B. Number of submittals required.

1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.

2. Product Data: Submit a clear .pdf scan of each submittal on to Building Blok. Scanned shop drawings will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Subcontractor shall be made by him from the returned scan.

3. Samples: Submit three (3) each. Submit a scanned picture of the submittal on to

Building Blok with a transmittal document showing the date sent to the construction manager. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.

D. Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.

E. All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

10. RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Architect and resubmit until approved.

B. Shop drawings and Product Data:

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

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

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

A. The Construction Manager will receive and log submittals and forward to Architect after processing.

B. The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:

1. Contractor that made submittal.
2. Jobsite File.
3. Record Document File.
4. Other Contractors, as required for coordination.

C. The Construction Manager will distribute samples as required.

D. The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:

1. Subcontractors.
2. Suppliers.
3. Fabricators.

12. SCHEDULE OF VALUES

A. Input online using Building Blok version of AIA Document G703, Continuation Sheet to G702.

13. PROGRESS SCHEDULE

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.
 2. Horizontal time scale: Identify the first work day of each week.
 3. Scale and spacing: To allow space for notations and future revisions.
 4. Minimum sheet size 11 inches by 17 inches.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Show the complete sequence of construction by activity.
- D. Show the dates for the beginning, and completion of, each major element of construction such as:
1. Site clearing.
 2. Site utilities.
 3. Foundation work.
 4. Structural framing.
 5. Subcontractor work.
 6. Equipment installation.
- E. Show projected percentage of completion for each item as of the first day of each month.
- F. Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
- G. Indicate progress of each activity to date of submission.
- H. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.

- I. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays and the impact of the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- J. Submit one reproducible transparency.
- K. After review, distribute copies of the schedule to:
 - 1. Jobsite File.
 - 2. Subcontractors.
 - 3. Architect.
 - 4. Owner.
- L. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the Contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The background check cannot be any older than 1 year prior to the date of the contract between the Contractor and the Owner. The Construction Manager, the Owner's representative and the Owner have the right to request that the screening data be submitted on a case-by-case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Date

Project Manager
EDiS Company
110 South Poplar Street
Wilmington, DE 19805

RE: INSERT PROJECT NAME - Certification of Background Checks

Dear _____:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

If you require any additional information you may contact INSERT POINT OF CONTACT, PHONE NUMBER AND EMAIL ADDRESS.

Sincerely,

Company

NAME
TITLE

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- B. Contractor shall be responsible for the safety of its personnel.
- C. Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments, and work boots.

2. SAFETY PROGRAM

- A. Prior to commencing the Work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- B. The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. **The program shall be site specific.** Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- C. Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- D. **Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.**
- E. **The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of**

this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.

- F. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records.**
 - 1. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.**
- G. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.**
- H. Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.**
- I. Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.**

3. SUBSTANCE ABUSE POLICY STATEMENT

The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager work sites. The Policy is as follows:

- A. It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.**
- B. It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.**
- C. It is a violation for employees and Contractors' employees to use prescription drugs**

illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

- D. Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

4. EXECUTION

- A. Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- B. The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.

- C. The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- D. Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- E. The Contractor's Superintendent or Safety Supervisor shall ensure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- F. Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- G. Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- H. The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
 - 1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 - 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 - 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
 - 4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
 - 5. Setting a good example for his workers.
 - 6. Making a complete investigation of accidents to determine facts necessary to take corrective action.

7. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.
8. Holding weekly "tool box" safety meetings with his men to:
 - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
 - b. Review the accident experience of his crew and discuss correction of accident causes.
 - c. Encourage safety suggestions from his men.
9. Seeing that prompt medical treatment is administered to an injured employee.
10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.

5. SAFETY MEETINGS

- A. The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

- A. The Contractor shall schedule weekly "tool box" safety sessions to be held by his job safety supervisor or superintendent for all of his employees.
- B. A member of the Contractor's management staff shall periodically attend "tool box" safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- A. Contractors shall report all accidents or injuries on a timely basis in accordance with all

applicable regulations.

- B. Contractors shall promptly complete an accident investigation report of all accidents.
- C. A record of all "tool box" safety sessions shall be made and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

- A. The Construction Manager may employ the services of a Safety Representative on the project.
- B. The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.
- C. The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.
- D. The Construction Manager will distribute the Safety Representative's report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- A. The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
 - 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
 - 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- B. If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.

- C. If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- A. The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a major job site emergency.
- B. Contractor shall assemble all of their personnel and account for all employees. Contractor must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

- A. Contractor is responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.

All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.

- 1. Workers constructing or working near leading edges must be protected.
- 2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
- 3. Scaffolds shall be guarded at 6 feet (6') above next lower level.
- 4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
- 5. Roofers must comply with OSHA standards for roof work.
- 6. The Contractor's controlled access zone plan shall be included in their site-specific

safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.

7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
 8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- B. Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA standards.
- C. Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e. harness/lanyard.
- D. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- E. Fall protection will be enforced for Structural Steel Erectors.
1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
 - a. Standard guardrail system.
 - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
 - c. Access to work area shall be provided by ladders. There shall be sufficient

number of ladders available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.

- d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
- e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractor must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.
- C. The Contractor must provide administrative or engineering controls[VP1] to protect its workers from exposure to occupational health, environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

13. CELL PHONE AND RADIO USE POLICY

- A. Use of cell phones on EDiS Company projects should be limited to non-construction type activity areas and away from active construction areas (e.g. project office). This includes both cell phone use and the review of data, information, texts, and the

internet. Except in an emergency circumstance, phones should only be used in the designated areas. Anyone observed using a cell phone outside of these designated areas without regard to maintaining a safe focus on their surroundings can be subject to discipline, up to and including removal from the project. Use of ear buds, ear phones, and portable radios are absolutely prohibited on EDiS Company project sites. Anyone using ear buds, ear phones, or any other device that would prevent the wearer from receiving auditory cues about the surrounding environment will be subject to discipline, up to and including removal from the project.

END OF SECTION

CONTRACTOR

COMPETENT / QUALIFIED PERSON DESIGNATION LOG

Project:

Field Manager:

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart C-General Provisions				
1926-20 General Safety				
Subpart D - Health and Environmental Controls				
1926-53 Ionizing Radiation				
1926-55 Gases, Vapors, Fumes, Dusts, Mists				
1926-57 Ventilation				
1926.59 Hazard Communication				
1926.62 Lead				
Subpart E - Personal Protective Equipment				
1926.101 Hearing				
1926.103 Respirator Protection				
Subpart H - Materials Handling, Storage				
1926.251 Rigging Equipment for Material Handling				
Subpart J - Welding and Cutting				
1926.354 Welding, Cutting and Heating				
Subpart K - Electrical				
1926.404 Wiring Design and Protection				
Subpart L - Scaffolding				
1926.451 Scaffolding				
Subpart M - Fall Protection				
1926.502 Fall Protection Criteria and Practices				
1926.503 Training				
Subpart N - Cranes, Derrick -Redesignated 1926.1501				
Subpart O - Motor Vehicles and Equipment				
1926.601 Motor Vehicles				
Subpart P - Excavations				
1926.651 Specific Excavation Requirements				
1926.652 Requirements to Protective Systems				
Subpart S - Tunnels, Shafts, Caissons				
1926.800 Tunnels, Shafts, Caissons				
1926.803 Compressed Air				
Subpart T - Demolition				
1926.850 Preparatory Operations				
1926.852 Chutes				
1926.859 Mechanical Demolition				
Subpart V - Power Transmission and Distribution				
1926.955 Overhead Lines				
Subpart X - Stairways and Ladders				
1926.1053 Ladders				
1926.1060 Training Requirements				

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart Z - Toxic and Hazardous Substances				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Name (print)

Contractor Signature

Date

PU09, Revised 3/2012

Certification of Training Documents to be Submitted with Safety Policy/Program

Provide a certification of training for employees on your safety program.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a. ☐ Scaffold: 1926.454
- b. ☐ Fall Protection 1926.503
- c. ☐ Crane Operator: 1926.1427
- d. ☐ Signal person (this is for any persons connecting material or equipment for lifting):
1926.1428
- e. ☐ Crane maintenance: 1926.1429
- f. ☐ Steel erection fall protection: 1926.761
- g. ☐ Respiratory protection (medical clearance and training records complying with 1910.134
- h. ☐ Powder-actuated tools: 1926.302
- i. ☐ Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

SECTION 013700 - BIM COORDINATION

1. CONTRACTOR 3D MODEL RESPONSIBILITY

EDiS Company, at request of Contractors, shall provide a preliminary Whitehall Elementary School 3D model in addition to two dimensional contract drawings. The purpose of this three dimensional construction model is to aid in project review at a level of detail 200. Contractors, as part of the Whitehall Elementary School project, hold direct responsibility to adhere to AIA G202-2013 Project Building Information Modeling Protocol Form Matrix while creating their BIM model respectively. BIM models developed by Contractors shall reflect the two dimensional contract drawings provided in bidding package. EDiS Company's referenced three dimensional model is only utilized as a visual aid to begin Level 400 LOD required by Contractor. EDiS Company relieves themselves from all responsibility of any conflicts within the LOD 200 model delivered as a reference model to Contractors.

2. DEFINITIONS

- 2.1. **Base Structural Model** – the structural steel mill order drawing file showing all structural elements. This model is not necessarily fully detailed with all connections.
- 2.2. **Base Architectural Model** – a combination of the Base Structural Model and key architectural elements. This model is to be used by all coordination participants as the background file in which to develop their work. No information within this model will be changed through the coordination process. It is for reference only.
- 2.3. **Base Composite Model** – this model includes all trade drawing files within the Base Architectural Model as a representation of the completed systems. This model is used to run the intermediate clash reports and is considered a work in progress.
- 2.4. **Final Coordination Model** – this model shows all trades' systems fully coordinated within the Base Architectural Model. All clashes have been resolved. No further coordination is required. The work shown within this model represents the upcoming installations of each system.
- 2.5. **Completed Coordination Model** – this model is the close-out submittal to the Owner and includes the information within the Final Coordination Model as well as any project updates that have taken place during installations such as RFI responses, as-built conditions, etc.
- 2.6. **Building Information Model** - A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project and is referred to in this document as the "Model(s)," which term may be used herein to describe a Model Element, a single Model or multiple Models used in the aggregate. "Building Information Modeling" means the process and technology used to create the Model.
- 2.7. **Level of Development** - The Level(s) of Development (LOD) describes the level of completeness to which a Model Element is developed.
- 2.8. **Model Element** - A Model Element is a portion of the Building Information Model representing a component, system or assembly within a building or building site. Model Elements are represented by the Construction Specifications Institute (CSI) UniFormat™ classification system in the Model Element Table in Exhibit 1 - Article 3.
- 2.9. **Model Element Author** - The Model Element Author is the party responsible for developing the content of a specific Model Element to the LOD required for a particular

phase of the Project. Model Element Authors are identified in the Model Element Table in Exhibit 1 - Article 3.

- 2.10. **Model User** - The Model User refers to any individual or entity authorized to use the Model on the Project for analysis, estimating, or scheduling.
3. COORDINATION DRAWING PROCESS – GENERAL REQUIREMENTS.
- 3.1. The coordination model shall be derived from the design base composite model which shall be in a (Program File Format – Ex: Revit 2017) format and utilized by all coordination participants. The A/E is to provide this base composite model as needed at each plan deliverable for coordination efforts. This model will be utilized to establish field installation sequence, resolve trade coordination issues prior to installation, and to make the most efficient use of installation space without sacrificing system performance for mechanical, electrical, structural and architectural systems. (Program File Format – Ex: NAVISWORKS or IFC) design review software will be used to document, identify and resolve interferences between all trades.
- 3.2. Communication is a critical element to the success of this coordination process. All project team members must be in constant communication to keep the process moving forward according to the sign-off schedule (5.1). Constant collaboration is expected of all team participants and each participant should be proactive in identifying and resolving design, engineering, and model interferences. Contractors avoiding the coordination process shall receive liquidated damages for missing meetings and negatively impacting project completion.
- 3.3. EDiS Company will facilitate and lead the 3D coordination modeling process. It is the responsibility of all coordination participants to resolve discrepancies pertaining to their own model. All trades shall be responsible for collisions/clashes/coordination issues involving their respective trade(s) and proposed work. Coordinated work takes precedence over field routed systems. Each Contractor to provide LOD 400 total coordination models for sign off.
- 3.4. Coordination meetings will occur weekly starting TBD. Selected coordination team members are required to generate a clash-free model inclusive of all systems. The following participants are required to attend the weekly coordination meetings:
- 3.5. A mandatory coordination kick-off meeting for all participants will review; team collaboration, the execution process, the coordination schedule, establishing zones per system, use of the coordinated elements during construction, project specific information and requirements, and model/document standards.
- 3.6. DELETE
- 3.7. Section 5 of this document will provide the coordination schedule per level/zone.
- 3.8. Coordination meetings will be held at Virtual Goto Meeting to review the model's progress per the schedule and process indicated.
- 3.9. Utility corridors and above ceiling space for each trade, will be established by the group at the beginning of the process. These zones will be adjusted through the coordination process to meet installation requirements and feasibility.
- 3.10. All participants are required to identify the submittals required for accurate detailing of the coordination model (such as equipment, light fixtures, etc.) and to obtain final approval so the information can be incorporated into the modeling process.

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- 3.11. The 3D coordination modeling process does not replace the standard submittal process and will not be considered as a submittal. Exceptions: The submittals issued to reflect the 3D model content issued to A/E.
- 3.12. The coordination meeting:
- 3.12.1. The purpose is to review and resolve items on the current clash report in conjunction with the project coordination schedule. The meetings will focus on clashes that cannot be resolved by internal collaboration. EDiS Company will facilitate the meeting and will make final decisions on clash resolution that are the least impact to the project as a whole. COORDINATION MEETINGS WILL NOT BE USED TO RESOLVE INDIVIDUAL MODELER'S/ENGINEER'S/ARCHITECTURE'S/CONTRACTOR'S WORK. If a Contractor does not post a clash-free system of its own work or that only contains a very limited number of clashes internally (Example: Fire Sprinkler Clashing with Fire Sprinkler), that Contractor will be considered unprepared for the meeting and will be responsible for any delays to the project schedule and any associated costs due to that delay which shall be determined by EDiS Company.
- 3.12.2. Each team participant will review the clash report prior to the subsequent coordination meeting in order to clean up any clashes that can be made without review by all participants.
- 3.12.3. All project participants are expected to be prepared for the meeting with new drawing work of the next area to be coordinated per the coordination schedule and any drawing changes based on the published clash report. Each participant will have available any shop model, submittals or other materials required to solve identified or potential conflicts.
- 3.12.4. The coordination schedule will be maintained and all identified conflicts addressed and resolved per the construction schedule. The coordination schedule may change as a result of design and/or model changes requested and made by the Owner, Architect or Engineer. In addition, the coordination schedule assumes selection of equipment is made within the time frame of the construction schedule as needed so it is incorporated into the coordination efforts without delay.
- 3.12.5. All agreed upon corrections to identified clashes determined by the team at the Coordination Meeting are to be updated and resolved prior to the next meeting.
- 3.13. When an area of the model is fully coordinated and clash-free, each participant agrees:
- 3.13.1. That each trades work is fully coordinated and will be installed per the signed off area as reflected in the coordination model. Sign off drawings from each trade are turned over in PDF form with projects title block. EDiS Company will include legend and title block for trade PDF file.
- 3.13.2. All trades to provide Total Coordination drawings at the time of sign off. TCD's are drawings which include all trades sign off models. Models are submitted for turn over to EDiS Company. The purpose for TCD's is to provide coordinated building models for jobsite coordination. Models from Contractors to include all but not limited to: item elevations, product type and all equipment tags.
- 3.13.3. During the installation of each trade's work, EDiS Company will refer to the signed off report and the 3D model to resolve any conflicts. Each installation

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- firm agrees to install all work per the signed off drawings/model, without deviation. If a deviation, during installation, takes place without prior approval from all detailing parties, it will be the responsibility of the installing contractor to tear out the work and install it as shown on the signed off drawings/coordination model. The cost of this work will be evaluated when the issues arise; however, the party responsible for the conflict will be responsible for the cost of the fix, including the additional detailing time of all parties involved.
- 3.13.4. The model is not considered to be the final coordination model until the BIM Coordinator, EDiS Company's Project Manager, A/E, and Owner has approved all clash free systems and routings and documents are signed off by all parties (contractors).
- 3.14. Should a conflict arise during installation that was missed during the coordination process, and not a result of deviating from the signed off area, the coordination team will work together to find a solution that is optimal for all trades and the project.
- 3.15. The final coordination model shall be kept up to date by all participants during construction to include as-built information and any other pertinent data that is essential to the project. The data will be submitted electronically in Revit, AutoCAD, NWC, PDF format. Items to be included are:
- 3.15.1. RFI responses.
- 3.15.2. Design change orders or designs that are in addition to the original contract documents.
- 3.15.3. Equipment will be tagged with all (Owner required) identification information within the model (ex. Equipment schedule information and O&M Manuals). This identification information will be the same and correspond to all other close-out documentation. This close-out documentation including O&M manuals, maintenance information, etc. will be included in PDF form.
- 3.15.4. EDiS will provide a location for the Contractor to submit the required documentation at a later time. EDiS will generate the completed coordination model based on these documents for turn-over to the owner.
- 3.15.5. Tekla or Navisworks will be utilized to link PDF closeout documents, select RFI's, select Images, etc., to the closeout model. Contractors need to provide closeout documents in the format requested by EDiS for the closeout model as well as adding smart data to other model type files as determined necessary by EDiS within the time frame A/E dictates. For example, if Revit files are needed to produce the closeout model, EDiS may direct Contractor to set up certain Revit views for the exporting of files which make up the as-built models. A/E may also request that the Contractor create viewpoints for their equipment in as-built model.
- 3.16. Data for coordination will be available on the Box.com, to be referenced by the other participants. Models and drawing files will never be tampered with by non-owners of the file. If a mistake occurs and a drawing is inadvertently modified, the responsible party is required to alert the project team. (See attachment)
- 3.17. The Owner's commissioning agent can attend the coordination meeting to review the detailing effort for commissioning related items.
- 3.18. All trades will provide Level of Development (LOD) (400) models for weekly coordination meeting.

4. REQUIREMENTS OF THE LEAD COORDINATOR

- 4.1. The Lead Coordinator will be EDiS Company.
- 4.2. Identification of a common insertion point for all drawing files. (Utilize Revit Models origin)
- 4.3. A/E to provide Lead Coordinator model exports to 2D/3D CAD of each trade component as needed to coordination. Origins to be maintained in exports.
- 4.4. Using the A/E's files, the Lead Coordinator will utilize & maintain the base architectural model.
 - 4.4.1. The base architectural model is a combination of the base structural model and other architectural elements. These architectural elements will include all elevated 3D architectural elements including, but not limited to, all walls that extend to the deck, fire and smoke walls, soffits and associated framing, ceiling planes, and finish floor planes.
 - 4.4.2. This model will consist of cleaned-up floor plans void of any excessive notations, leaders, bubbles, marks, grid lines, etc. that are not required for detailing development and that may potentially cause a conflict in the base composite model.
 - 4.4.3. In the event of changes to the A/E's contract documents, the A/E must revise the base architectural model/MEP/structural models and distributed to all coordination participants. This will require Contractor participation as need by A/E to complete the revised models for directive. Revision work will be directed by Owner through an executed change order.
 - 4.4.4. The base architectural models will be distributed and maintained by EDiS Company.
- 4.5. Collation of all trades' detailing models as posted to the project's web-based posting site into a Base Composite Model thru the use of Navisworks 2017.
 - 4.5.1. Establish a standard two inch (2") soft tolerance within the clash detection software. This tolerance will result in a reported clash for any elements drawn closer than two inches (2") to one another.
 - 4.5.2. Assess and include most current clash files including the generation of a clash reports and distribution to all project participants per the coordination schedule.
 - 4.5.3. Collect final as-built files from all trades and generate a Final Coordination Model to submit to CM as part of the close-out requirements.
 - 4.5.4. Coordination meeting minutes shall be kept by EDiS Company Lead Coordinator or EDiS' Project Manager showing issues and resolution dates.

5. REQUIREMENTS OF THE STRUCTURAL STEEL CONTRACTOR

- 5.1. Obtain from the A/E Structural Revit files to be used in the generation of the base structural model.
- 5.2. The structural Contractor will develop and provide the base structural model within the time frame dictated by EDiS and provide structural model updates to ensure the coordination team is coordinating the MEP/FP to the most up-to-date structural model.
- 5.3. All structural framing members in the final sizes and locations (typically referred to as a "mill order" or "procurement" model) will be shown in the model as 3D objects with surfaces. At the discretion of the lead coordinator, this model may be void of all hardware

and secondary structural steel but should include the major components: primary steel, metal decking, slab on metal decking, and gusset plates.

- 5.4. The structural insertion/datum point must match the architectural insertion/datum location. No detailing work shall take place until the insertion points of the architectural and structural models match.
 - 5.5. The steel Contractor is responsible for resolving their own modeling issues (i.e.: steel not to scale, missing key structural components, missing surface data, and model showing as wire frame data, model exported to proper file format, etc.). The steel Contractor is responsible to provide a steel design model in a usable format for all coordination participants to reference as the base structural model.
 - 5.6. A FINAL 3D steel model and 2D shop drawings shall be submitted to the structural engineer of record, and used for field erection. It must be completed and submitted in accordance to the BIM schedule. This model shall consist of:
 - 5.6.1. All primary and secondary steel including metal deck, slab on metal deck, actual gusset plate sizes, connection details, edge of slab details (pour stop), brick relief angles, embeds, anchor bolts, and other miscellaneous metals. Curtain Wall embeds modeled by others.
 - 5.6.2. Submit final approved files to Lead Coordinator for insertion into the coordinated model, and to the design team in the form of shop drawings and/or Navisworks compatible model.
6. DETAILING REQUIREMENTS OF ALL PARTICIPANTS
- 6.1. File sharing information:
 - 6.1.1. The in-progress (Coordination Software – Ex: IFC/NWC/Cad) naming convention will be: project-trade-level. Example:
Project Designation -MechPipe-1
Project Designation -HVAC-1
Project Designation –Fire Protection-1
Project Designation -Elec-1
Project Designation -Plumbing-1
Project Designation -TeleCom-1 or AV-1
Project Designation –Pneumatic Tube-1, etc.
Additional designations may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.
 - 6.1.2. Each model posted by the contractor shall contain sub-layers for the purpose of system identification and isolation during the clash detection process. Example:
HVAC-1 shall contain sub-layers for:
 - Supply
 - Return
 - Exhaust
 - Fire Smoke-Dampers
 - VAV clearance
 - AC Door Access
 - Fan Coil Units
 - FCU Access
 - Equipment

-
- Equipment Pads
 - Equipment Clearances
 - Hangers (designated per system)

MechPipe-1 shall contain sub-layers for:

- Hydronic Pipe Supply
- Hydronic Pipe Return
- Chilled Pipe Supply
- Chilled Pipe Return
- Shutoff Access
- Equipment
- Equipment Pads
- Equipment Clearances
- Hangers

Plumbing-1 shall contain sub-layers for:

- Domestic Water Supply
- Domestic Water Return (with additional layer designations for hot and cold)
- Gas
- Med-Gas
- Shutoff Access (designated per system)
- Sanitary
- Vent
- Roof Drain
- Rain Conductors
- Equipment
- Equipment Pads
- Equipment Clearances
- Hangers (designated per system)

Elec-1 shall contain sub-layers for:

- Lights
- Light Clearance
- Conduit (with additional layer designation for power and data)
- Cable Tray
- Cable Tray Access Clearance
- Pull Boxes
- Pull Box Access Clearance
- J-Boxes
- Elec. Panels
- Elec. Panel Access Clearance
- Elec. Troughs
- Elec. Trough Access Clearance
- Equipment
- Equipment Clearances
- Equipment Pads
- Hangers

Fire Protection1 shall contain sub-layers for:

- Mains

-
- Branches
 - Shutoff Access
 - Hangers

Pneumatic Tube-1 shall contain sub-layers for:

- Equipment
- Equipment Access
- Hangers

Additional sub layers may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.

- 6.1.3. Clash detection files will be posted to **BuildingBlok.com** before **12:00 PM**, on **Wednesday and Friday** by each of the trades. The lead coordinator will also post updated coordination models as needed. The lead coordinator will maintain the master coordination files. The weekly coordination model will be name abbreviated Project Name-Floor-Coordination Model-Month-Day-Year.

All coordination participants will maintain a current control copy of their own drawing files outside of the project's web-based posting site. Control drawings are to include all previously posted files.

- 6.2. Trade Colors in the Coordination environment:

- Duct Supply – Dark Green
- Duct Return- Light Blue
- Duct Exhaust –Light Green
- Mech Pipe- Orange
- Pressure lines/Gas – Tan
- Sanitary/Vent – Brown
- Rain Conductors/Roof Drains – Maroon
- Domestic Water- Blue
- Fire – Red
- Pneumatic – Purple
- Electrical – Yellow
- All Base Architectural Elements (walls, soffits, ceiling & floor planes, etc.) will assume Arch model color scheme saved in the export or Lead Coordinator will modify select color scheme in the coordination model.
- Steel – Dark Grey
- Any hangers and equipment (that is fed per the designated system) will assume the same color of that system it is associated with. Additional color schemes may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.

- 6.3. When posting drawing files for coordination:

- 6.3.1. Posted Contractor coordination files of each trades system should be clash-free with in their respective data. To clarify; trades should refrain from posting data that shows their systems clashing with itself.

- 6.3.2. When coordination of an area is completed there should not be any unresolved clashes remaining.

- 6.3.3. These files should be void of any text, dimensions or any other notations.

- 6.4. Each coordination participant is required to submit three (3) complete sets of installation drawings as well as electronic PDF's prior to any work being installed in the field. If A/E spec requires more or less than that will govern over this document. These complete

drawings are to be fully dimensioned and notated. Items to be noted in the final, fully coordinated drawing paper and electronic files of each system include:

- 6.4.1. Bottom and top elevations of duct, pipe, conduit racks, cable trays etc. must be indicated (where applicable).
- 6.4.2. Dimensions shall be shown from the gridlines to the centerline of each element drawn (round duct, pipe, cable tray, etc.) and from finished floor.
- 6.4.3. Height to top of light housing assembly must be indicated.
- 6.4.4. Labeling of all equipment.
- 6.5. During the coordination drawing effort, priority will be given to those systems that have the least flexibility. The following list is a descending order of the system priority and shall be used as a general guideline. Throughout the coordination drawing effort, adjustments and deviations to this list can be made with the approval of EDiS Company. (0'- 6") clear above the ceiling shall be maintained for access and construction of the ceiling, whenever possible. Required maintenance and/or code access spaces and setbacks take precedence over all systems.
 - 6.5.1. Gravity Pipe
 - 6.5.2. Plumbing Vent
 - 6.5.3. Ductwork and appurtenances
 - 6.5.4. Cable tray
 - 6.5.5. Recessed light fixtures
 - 6.5.6. Fire protection piping and fixtures
 - 6.5.7. Electrical conduit over (3/4") in diameter
 - 6.5.8. Pneumatic tube and other record or material conveying systems
 - 6.5.9. HVAC piping
 - 6.5.10. Plumbing, supply and medical gas piping
 - 6.5.11. Electrical conduit smaller than 3/4" in diameter
 - 6.5.12. Above ceiling miscellaneous metal supports
 - 6.5.13. Provide all copper tube routes (racks) for mechanical systems, including valves, clearance zones and hangers.
- 6.6. Items to be included in the detailed drawing progress include:
 - 6.6.1. All systems must be fully detailed and shown as individual elements including ductwork, all piping 3/4" and larger, pneumatic tubing, exterior wall connections, any piping that is smaller than 1/2" that is racked or banked, etc.
 - 6.6.2. Ductwork is to include size, layout and routing of all metal and flex ductwork, re-heat coils, terminal units, filters registers, grilles, diffusers, and similar features; provide notation for diffuser boot sizes and heights and any other special features
 - 6.6.3. All valves, dampers and VAV's or heat pumps will note any items requiring access for service and maintenance as well as access doors in inaccessible ceilings.
 - 6.6.4. All piping valves, boxes, supports, etc. are to be fully detailed
 - 6.6.5. Sprinkler head locations shall be shown on ceiling plans.
 - 6.6.6. All electrical conduits two inches (2") or more in diameter are to be modeled and shown in addition to smaller diameter conduit that is racked or banked.
 - 6.6.7. Electrical items such as hangers, supports, electrical fixtures, lights, speakers, detectors, sensors, cable trays, raceways, sleeves, pull boxes, and access space claims, etc. must be shown.
 - 6.6.8. If an element is not shown, under the lead coordinators approval, it will be assumed to be field routed and to not interfere with the other elements that are

shown or within code clearances. Contractors who field route their elements are responsible to ensure their installation will be feasible and void of creating a clash in the field. Coordinated items take precedence over field routing.

- 6.6.9. All major hangers and supports (including sway bracing, equipment bracing, hangers, etc.), penetrations, openings must be shown for all systems. Sharing of supports with other systems is discouraged, but can be accomplished with prior owner and/or field inspector approval.
- 6.6.10. All insulation must be shown with appropriate thicknesses. All insulation & clearance zones will be modeled or accounted for during the clash detection process.
- 6.6.11. Fire spray: If required by your building type, establish a safe thickness from all structural objects with which to run your clashes. Assume fire spray will be two inches (2") thick.
- 6.6.12. Engineered stud framing must be modeled for king studs and doors.
- 6.6.13. Code clearances and maintenance access clearances must be shown and maintained; these include, but are not limited to access to VAVs, air handling units, egresses around pumps and tanks, smoke FDs, electrical panels, pneumatic tube transfer units, cable tray access, pull boxes, valve access, etc.
- 6.6.14. All trades must coordinate and detail their systems with the intent of installing each system at the optimal elevation above ceiling, taking into consideration, access to equipment for maintenance, repairs, connections, filters and removal while eliminating or minimizing the impact to surrounding components.
- 6.7. Established Clash Files are to be incorporated to ensure proper coordination. List of those files to be provided by the Lead Coordinator.
- 6.8. Refer to Appendix B – Soft Clash Requirements for additional soft-clash requirements.

7. SCHEDULE OF DRAWING COMPLETION AND SIGN-OFF

- 7.1. The participants should plan on the coordination process taking three (3) months. The coordination schedule is as follows:

This table will be populated at the BIM Coordination Kick-off Meeting. OR Schedule to be developed as part of the master construction schedule development (see Section 00230).

Zone	Floor	Coordination Meeting	Sign-Off Date

- 7.2. At the completion of each floor, the team will determine the specific "priority walls" that will be constructed full-height ahead of other interior partitions and MEP installations.
- 7.3. 3D MEP/FP Coordination Team

- 7.3.1. The goal of the coordination team will be to integrate the architectural, structural, mechanical, electrical, fire protection, and project specific elements into a collaborative 3D model to identify and resolve issues pertaining to MEP/FP systems and to ensure succinct and expedited field installations of these systems following the release of each zone/floor after clash free conditions are met. (Filled out at BIM Coordination Kick-off Meeting)

7.3.2.

BIM Coordinator	EDiS Company
Main Contact	Chris Donahue
Phone Number	302-421-2963
Email Address	cdonahue@ediscompany.com
Project Manager	EDiS Company
Main Contact	Mark Grunza
Phone Number	302-383-5154
Email Address	Mgrunza@ediscompany.com
Project Engineer	TBD
Main Contact	
Phone Number	
Email Address	
Project Superintendent	TBD
Main Contact	
Phone Number	
Email Address	
HVAC	TBD
Main Contact	
Phone Number	
Email Address	
Electrical	TBD
Main Contact	
Phone Number	
Email Address	
Concrete	TBD
Main Contact	
Phone Number	
Email Address	

Plumbing and Piping	TBD
Main Contact	
Phone Number	
Email Address	
Architectural	TBD
Main Contact	
Phone Number	
Email Address	
MEP/FP Engineers	TBD
Main Contact	
Phone Number	
Email Address	
Structural Steel	TBD
Main Contact	
Phone Number	
Email Address	
Miscellaneous Steel	TBD
Main Contact	
Phone Number	
Email Address	

EXHIBIT 1

ARTICLE 1: GENERAL PROVISIONS

1.1 This document defines protocols, expected levels of development, and authorized uses of Building Information Models on this Project. It assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

ARTICLE 2: LEVEL OF DEVELOPMENT (LOD)

2.1 The following LOD descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.

2.2 **LOD 100**

2.2.1 **Model Content Requirements.** Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

2.2.2 **Authorized Uses**

2.2.2.1 **Analysis.** The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.

2.2.2.2 **Cost Estimating.** The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

2.2.2.3 **Schedule.** The Model may be used for project phasing and overall duration.

2.3 **LOD 200**

2.3.1 **Model Content Requirements.** Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information such as object name and quantities should be attached to Model Elements.

2.3.2 **Authorized Uses**

2.3.2.1 **Analysis.** The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

2.3.2.2 **Cost Estimating.** The Model may be used to develop conceptual cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).

2.3.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of major elements and systems.

2.4 **LOD 300**

2.4.1 **Model Content Requirements.** Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Existing building elements are modeled as shown on building record drawings. Non-geometric information such as object description and object tags (door number, equipment number, etc) and quantities should be included with each object. Examples of the details required for systems modeled to LOD 300 include, but are not limited to:

- Site Utilities
- Masonry
- Steel decking
- Correct slopes for gravity piping for sanitary, storm or wet fire suppression systems.
- Piping materials specifically called out on documents included with model element attributes (generic manufacturer for system components are acceptable).
- Insulation around Pipe and Ducting.
- Duct dampers included with the duct system.
- Doors/Frames (hollow metal and storefront)
- Owner Furnished Fixtures, Equipment, etc. generically modeled as space claims by the Model Element Author (MEA).

2.4.2 **Authorized Uses**

- 2.4.2.1 **Construction.** Suitable for the generation of traditional construction documents. Contractors may utilize this model for coordination purposes and creation of shop drawings.
- 2.4.2.2 **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
- 2.4.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

2.5 **LOD 400**

2.5.1 **Model Content Requirements.** Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and orientation with complete fabrication, assembly, and detailing information. Non-geometric information such as manufacturer name, model and installation should also be included with each object in addition to the information added in LOD 300. Examples of items and details required in LOD 400 models include, but are not limited to:

- Concrete
- Concrete reinforcing steel (in plank)
- Anchor bolts
- Structural steel
- Steel stairs, handrails
- Floor/roof penetration steel
- Significantly sized support hangers and stanchions for all systems
- Uni-Strut associated with system components if it is located in a tight overhead space (case by case basis)
- Architectural millwork/casework
- Metal panels and support steel

-
- Curtainwall system
 - Steel stud framing including kickers and trusses at floor penetrations.
 - Valve locations (clearance)
 - Access panels (these should be modeled with the system they provide access to).
 - Conduit racks or other substantially wide / bundled electrical routing. (these can be generically modeled, i.e. extruded boxes, space claims)
 - Single conduit runs associated with any system (lighting, power, controls, etc) if needed to coordinate concrete coring.
 - Kitchen equipment
 - MEP/FP & Low Voltage Equipment
 - MEP/FP & Low Voltage Systems
 - Pull box locations and any extra space claims for their access.
 - Telecom & Data

2.5.2 Authorized Uses

- 2.5.2.1 **Construction.** Model Elements are virtual representations of the proposed element and are suitable for construction.
- 2.5.2.2 **Analysis.** The Model may be analyzed for performance of approved selected systems based on specific Model Elements.
- 2.5.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

2.6 LOD 500

- 2.6.1 **Model Content Requirements.** Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information should be updated with actual installed items.
- 2.6.2 **Authorized Uses**
 - 2.6.2.1 **General Usage.** The Model may be utilized for maintaining, altering, and adding to the Project, but only to the extent consistent with any licenses granted in the Agreement or in a separate licensing agreement.
 - 2.6.2.2 **Other Authorized Uses.** The Model will be a tool for accessing as-built information for facility management and maintenance purposes.

ARTICLE 3: MODEL ELEMENTS

3.1 Reliance on EDis Company's Model Element Matrix

- 3.1.1 The EDis Company Model Element Matrix at the end of this section identifies (1) the LOD required for each Model Element at the end of each Project phase, and (2) the Model Element Author responsible for developing the Model Element to the LOD identified. Each Model Element Author's content is intended to be shared with subsequent Model Element Authors and Model Users throughout the course of the Project.
- 3.1.2 It is understood that while the content of a specific Model Element may include data that exceeds the required LOD identified in the Model Element Table for a particular phase, Model Users and subsequent Model Element Authors may rely on the

accuracy and completeness of a Model Element consistent only with the content required for a LOD identified in the Model Element Table.

- 3.1.3 Any use of, or reliance on, a Model Element inconsistent with the LOD indicated in the Model Element Table by subsequent Model Element Authors or Model Users shall be at their sole risk and without liability to the Model Element Author. To the fullest extent permitted by law, subsequent Model Element Authors and Model Users shall indemnify and defend the Model Element Author from and against all claims arising from or related to the subsequent Model Element Author's or Model User's modification to, or unauthorized use of, the Model Element Author's content.

3.2 Table Instructions

- 3.2.1 The Model Element Table at the end of this section indicates the LOD to which each Model Element Author (MEA) is required to develop the content of the Model Element at the conclusion of each phase of the Project. EDiS Company holds the rights of this table and all ownership right for edits are performed via EDiS Company.

- 3.3 EDiS Company's Model Element Matrix AIA Document G202-2013 (attached).

- 3.4 Insertion Point (attached).

DRAFT AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13th day of October in the year 2017 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

Whitehall Elementary School
820 Mapleton Avenue
Middletown, DE 19709

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

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adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

« »

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: (Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	
Project communications	Via Email & BuildingBlok	
Architect's pre-construction submittals	Not Applicable	Via Email & BuildingBlok
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	Applicable	
Notices and claims	Applicable	Liquidated Damages Apply
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

See attached Exhibit

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

EDiS Company

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☒ [**«X»**] The Parties intend to use a centralized electronic document management system on the Project.

☐ [**« »**] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

EDiS Company

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[« »] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[« »] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling

See AIA G202 Building Information Modeling Protocol Form Matrix

Responsible Project Participant

Christopher D. Donahue

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

« »

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

All parties identified in contract scopes and AIA E203 4.2 are required to provide 3D modeled electronic document in Autocad, Navisworks and /or Revit to participate in Building Information Modeling construction coordination process.

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

« »

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

« »

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
Christopher D. Donahue, Contract Coordinator	

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

<< >>

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

.6 Attend and participate in BIM coordination meetings is mandatory, liquidated damages apply for avoiding BIM process.»

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

<< >>

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

<< >>

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.
(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project (Applicable or Not Applicable)	Responsible Project Participant	Location of Detailed Description of Requirements and Services (Section 4.10 below or in an attachment to this exhibit and identified below)
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		
§ 4.9.6 Maintenance Management	Not Applicable		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

<< >>

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:



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Project Digital Data Protocol Form

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with a project specific AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

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Project Digital Data Protocol Form

PROJECT: (Name and address)

ADDITIONS AND DELETIONS:

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Whitehall Elementary School
820 Mapleton Avenue
Middletown, Delaware 19709

« »

PROTOCOL VERSION NUMBER: « »

DATE: October 13, 2017

PREPARED BY: Christopher Donahue/Jackie McKee

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*

« »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA
- 2 DIGITAL DATA MANAGEMENT PROTOCOLS
- 3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated « » , into its agreement for the Project:

Project Participant	Discipline
« »	

§ 1.2 **Project Participants.** For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information
« »		

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 **Electronic Document Management System.** If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:

(The requirements for the system shall address, among other things, access to and security of Digital Data.)

« »

§ 2.1.2 **System Startup Requirements.** Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any initial training or other startup requirements.)

« »

§ 2.1.3 **Ongoing System Requirements.** Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any ongoing training or support programs to be implemented.)

« »

§ 2.2 Digital Data Storage Requirements. The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

<< >>

§ 2.3 Digital Data Archiving Requirements. The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

<< >>

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:

(Describe in detail any other requirements.)

<< >>

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 Digital Data Protocol Table. The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number (See Sec. 3.2)
§ 3.1.1 Project Agreements and Modifications				
§ 3.1.2 Project communications				
General communications				
Meeting notices				
Agendas				
Minutes				
Requests for information				
Architect's Supplemental Instructions				
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents				
Design Development Documents				
Construction Documents				
§ 3.1.4 Contract Documents				
Architect's Drawings				
Architect's Specifications				
§ 3.1.5 Contractor's submittals				
Product data				
Submitted by Contractor				
Returned by Architect				
Shop drawings				
Submitted by Contractor				
Returned by Architect				
§ 3.1.6 Subcontractor's submittals				
Product data				
Submitted by Subcontractor				
Returned by Contractor				

Shop drawings				
Submitted by Subcontractor				
Returned by Contractor				
§ 3.1.7 Modifications				
Requests for proposal				
Architect's order for a minor change in the Work				
Proposals				
Construction Change Directives				
Change Orders				
§ 3.1.8 Project payment documents				
§ 3.1.9 Notices and Claims				
§ 3.1.10 Closeout documents				
Record documents				
Operations and Maintenance Manual				

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:

(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition

Transmission Method:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System

Authorized Uses of Digital Data:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:

(List by number shown on table.)

« »

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Project Building Information Modeling Protocol Form

ADDITIONS AND DELETIONS:

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This document is intended to be used in conjunction with a Project specific AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201™-2013, Project Digital Data Protocol Form.

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Project Building Information Modeling Protocol Form

PROJECT: (Name and address)

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Whitehall Elementary School
280 Mapleton Avenue
Middletown, Delaware 19709

PROTOCOL VERSION NUMBER: « »

DATE: October 13, 2017

PREPARED BY: Christopher Donahue/Jackie McKee

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

« »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 LEVEL OF DEVELOPMENT
- 3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated October 13, 2017 into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information
BIM Manager	EDiS BIM Services	Chris Donahue	EDiS Company 110 S Poplar Street, Suite 300 Wilmington, De 19801 302-421-2963 cdonahue@ediscompany.com

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets:

(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)

« »

§ 1.3 **Collaboration Protocols.** The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

« »

§ 1.4 **Technical Requirements.** The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

« »

§ 1.5 **Training and Support. NOT USED** The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

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User Notes:

(1634302319)

§ 1.6 **Model Standard.** The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 **Model Management Protocols and Processes**

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes		Applicability to Project (Applicable or Not Applicable)	Location of Detailed Description (Section 1.8 below or in an attachment to this exhibit identified below)
§ 1.7.1	Model origin point, coordinate system, precision, file formats and units	Applicable	0, 0, 0
§ 1.7.2	Model file storage location(s)	Applicable	EDiS BIM Services
§ 1.7.3	Processes for transferring and accessing Model files	Applicable	Drop Box & BuildingBlok
§ 1.7.4	Naming conventions	Applicable	EDiS Standard
§ 1.7.5	Processes for aggregating Model files from varying software platforms		Autodesk CAD MEP & Navisworks
§ 1.7.6	Model access rights	N/A	
§ 1.7.7	Design coordination and clash detection procedures.	Applicable	EDiS
§ 1.7.8	Model security requirements	Applicable	Confidential

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

See attached document.

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 **LEVEL OF DEVELOPMENT**

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 **LOD 100**

§ 2.2.1 **Model Element Content Requirements.** The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 **Authorized Uses**

§ 2.2.2.1 **Analysis.** The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 **Cost Estimating.** The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

« »

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

« »

§ 2.4 LOD 300 – Refer to Section 01370 – BIM Coordination (attached)

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

« »

§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

« »

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

« »

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as “A—Architect,” or “C—Contractor.”)

Abbreviation	Model Element Author (MEA)
EDiS	EDiS Company
BP	Bid Package
GA	Gilbert Architects
BIA	Baker, Ingram & Associates
VL	Vandemark & Lynch

§ 3.3 Model Element Table Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.” NOTE: LODs must be adapted for the unique characteristics of each Project.																			
Model Elements Utilizing CSI UniFormat™																			
A SUBSTRUCTURE																			
A10 FOUNDATIONS																			
A1010 Standard Foundations																			
A1010.10	Wall Foundations																		
A1010.30	Column Foundations																		
A1010.90	Standard Foundation Supplementary Components																		
A1020 Special Foundations																			
A1020.10	Driven Piles																		
A1020.15	Bored Piles																		
A1020.20	Caissons																		
A1020.30	Special Foundation Walls																		
A1020.40	Foundation Anchors																		
A1020.50	Underpinning																		
A1020.60	Raft Foundations																		
A1020.70	Pile Caps																		
A1020.80	Grade Beams																		
A20 SUBGRADE ENCLOSURES																			
A2010 Walls for Subgrade Enclosures																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec. 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.																					
Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.”																					
NOTE: LODs must be adapted for the unique characteristics of each Project.																					
Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
	A2010.10	Subgrade Enclosure Wall Construction																			
	A2010.20	Subgrade Enclosure Wall Interior Skin																			
	A2010.90	Subgrade Enclosure Wall Supplementary Components																			
A40 SLABS-ON-GRADE																					
A4010	Standard Slabs-on-Grade																				
A4020	Structural Slabs-on-Grade																				
A4030	Slab Trenches																				
A4040	Pits and Bases																				
A4090	Slab-On-Grade Supplementary Components																				
	A4090.10	Perimeter Insulation																			
	A4090.20	Vapor Retarder																			
	A4090.30	Waterproofing																			
	A4090.50	Mud Slab																			
	A4090.60	Subbase Layer																			
A60 WATER AND GAS MITIGATION																					
A6010	Building Subdrainage																				
	A6010.10	Foundation Drainage																			
	A6010.20	Underslab Drainage																			
A6020	Off-Gassing Mitigation																				
	A6020.10	Radon Mitigation																			
	A6020.50	Methane Mitigation																			
A90 SUBSTRUCTURE RELATED ACTIVITIES																					
A9010	Substructure Excavation																				
	A9010.10	Backfill and Compaction																			
A9020	Construction Dewatering																				
A9030	Excavation Support																				
	A9030.10	Anchor Tiebacks																			
	A9030.20	Cofferdams																			
	A9030.40	Cribbing and Walers																			
	A9030.60	Ground Freezing																			
	A9030.70	Slurry Walls																			
A9040	Soil Treatment																				

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.” NOTE: LODs must be adapted for the unique characteristics of each Project.			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
B SHELL																					
B10 SUPERSTRUCTURE																					
B1010 Floor Construction																					
B1010.10 Floor Structural Frame																					
B1010.20 Floor Decks, Slabs, and Toppings																					
B1010.30 Balcony Floor Construction																					
B1010.40 Mezzanine Floor Construction																					
B1010.50 Ramps																					
B1010.90 Floor Construction Supplementary Components																					
B1020 Roof Construction																					
B1020.10 Roof Structural Frame																					
B1020.20 Roof Decks, Slabs, and Sheathing																					
B1020.30 Canopy Construction																					
B1020.90 Roof Construction Supplementary Components																					
B1080 Stairs																					
B1080.10 Stair Construction																					
B1080.30 Stair Soffits																					
B1080.50 Stair Railings																					
B1080.60 Fire Escapes																					
B1080.70 Metal Walkways																					
B1080.80 Ladders																					
B20 EXTERIOR VERTICAL ENCLOSURES																					
B2010 Exterior Walls																					
B2010.10 Exterior Wall Veneer																					
B2010.20 Exterior Wall Construction																					
B2010.30 Exterior Wall Interior Skin																					
B2010.40 Fabricated Exterior Wall Assemblies																					
B2010.50 Parapets																					
B2010.60 Equipment Screens																					
B2010.80 Exterior Wall Supplementary Components																					
B2010.90 Exterior Wall Opening Supplementary Components																					
B2020 Exterior Windows																					
B2020.10 Exterior Operating Windows																					

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."

NOTE: LODs must be adapted for the unique characteristics of each Project.

Model Elements Utilizing CSI UniFormat™	Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
B2020.20 Exterior Fixed Windows																			
B2020.30 Exterior Window Wall																			
B2020.50 Exterior Special Function Windows																			
B2050 Exterior Doors and Grilles																			
B2050.10 Exterior Entrance Doors																			
B2050.20 Exterior Utility Doors																			
B2050.30 Exterior Oversize Doors																			
B2050.40 Exterior Special Function Doors																			
B2050.60 Exterior Grilles																			
B2050.70 Exterior Gates																			
B2050.90 Exterior Door Supplementary Components																			
B2070 Exterior Louvers and Vents																			
B2070.10 Exterior Louvers																			
B2070.50 Exterior Vents																			
B2080 Exterior Wall Appurtenances																			
B2080.10 Exterior Fixed Grilles and Screens																			
B2080.30 Exterior Opening Protection Devices																			
B2080.50 Exterior Balcony Walls and Railings																			
B2080.70 Exterior Fabrications																			
B2080.80 Bird Control Devices																			
B2090 Exterior Wall Specialties																			
B30 EXTERIOR HORIZONTAL ENCLOSURES																			
B3010 Roofing																			
B3010.10 Steep Slope Roofing																			
B3010.50 Low-Slope Roofing																			
B3010.70 Canopy Roofing																			
B3010.90 Roofing Supplementary Components																			
B3020 Roof Appurtenances																			
B3020.10 Roof Accessories																			
B3020.30 Roof Specialties																			
B3020.70 Rainwater Management																			
B3040 Traffic Bearing Horizontal Enclosures																			
B3040.10 Traffic Bearing Coatings																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)			
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.																								
Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.”																								
NOTE: LODs must be adapted for the unique characteristics of each Project.																								
Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes				
	B3040.30	Horizontal Waterproofing Membrane																						
	B3040.50	Wear Surfaces																						
	B3040.90	Horizontal Enclosure Supplementary Components																						
B3060	Horizontal Openings																							
	B3060.10	Roof Windows and Skylights																						
	B3060.50	Vents and Hatches																						
	B3060.90	Horizontal Opening Supplementary Components																						
B3080	Overhead Exterior Enclosures																							
	B3080.10	Exterior Ceilings																						
	B3080.20	Exterior Soffits																						
	B3080.30	Exterior Bulkheads																						
C INTERIORS																								
C10 INTERIOR CONSTRUCTION																								
C1010	Interior Partitions																							
	C1010.10	Interior Fixed Partitions																						
	C1010.20	Interior Glazed Partitions																						
	C1010.40	Interior Demountable Partitions																						
	C1010.50	Interior Operable Partitions																						
	C1010.70	Interior Screens																						
	C1010.90	Interior Partition Supplementary Components																						
C1020	Interior Windows																							
	C1020.10	Interior Operating Windows																						
	C1020.20	Interior Fixed Windows																						
	C1020.50	Interior Special Function Windows																						
	C1020.90	Interior Window Supplementary Components																						
C1030	Interior Doors																							
	C1030.10	Interior Swinging Doors																						
	C1030.20	Interior Entrance Doors																						
	C1030.25	Interior Sliding Doors																						
	C1030.30	Interior Folding Doors																						
	C1030.40	Interior Coiling Doors																						
	C1030.50	Interior Panel Doors																						
	C1030.70	Interior Special Function Doors																						

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec. 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.”																					
NOTE: LODs must be adapted for the unique characteristics of each Project.																					
Model Elements Utilizing CSI UniFormat™																					
	C1030.80	Interior Access Doors and Panels																			
	C1030.90	Interior Door Supplementary Components																			
C1040	Interior Grilles and Gates																				
	C1040.10	Interior Grilles																			
	C1040.50	Interior Gates																			
C1060	Raised Floor Construction																				
	C1060.10	Access Flooring																			
	C1060.30	Platform/Stage Floors																			
C1070	Suspended Ceiling Construction																				
	C1070.10	Acoustical Suspended Ceilings																			
	C1070.20	Suspended Plaster and Gypsum Board Ceilings																			
	C1070.50	Specialty Suspended Ceilings																			
	C1070.70	Special Function Suspended Ceilings																			
	C1070.90	Ceiling Suspension Components																			
C1090	Interior Specialties																				
	C1090.10	Interior Railings and Handrails																			
	C1090.15	Interior Louvers																			
	C1090.20	Information Specialties																			
	C1090.25	Compartments and Cubicles																			
	C1090.30	Service Walls																			
	C1090.35	Wall and Door Protection																			
	C1090.40	Toilet, Bath, and Laundry Accessories																			
	C1090.45	Interior Gas Lighting																			
	C1090.50	Fireplaces and Stoves																			
	C1090.60	Safety Specialties																			
	C1090.70	Storage Specialties																			
	C1090.90	Other Interior Specialties																			
C20	INTERIOR FINISHES																				
C2010	Wall Finishes																				
	C2010.10	Tile Wall Finish																			
	C2010.20	Wall Paneling																			
	C2010.30	Wall Coverings																			
	C2010.35	Wall Carpeting																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor." NOTE: LODs must be adapted for the unique characteristics of each Project.			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	Notes
C2010.50 Stone Facing																					
C2010.60 Special Wall Surfacing																					
C2010.70 Wall Painting and Coating																					
C2010.80 Acoustical Wall Treatment																					
C2010.90 Wall Finish Supplementary Components																					
C2020 Interior Fabrications																					
C2030 Flooring																					
C2030.10 Flooring Treatment																					
C2030.20 Tile Flooring																					
C2030.30 Specialty Flooring																					
C2030.40 Masonry Flooring																					
C2030.45 Wood Flooring																					
C2030.50 Resilient Flooring																					
C2030.60 Terrazzo Flooring																					
C2030.70 Fluid-Applied Flooring																					
C2030.75 Carpeting																					
C2030.80 Athletic Flooring																					
C2030.85 Entrance Flooring																					
C2030.90 Flooring Supplementary Components																					
C2040 Stair Finishes																					
C2040.20 Tile Stair Finish																					
C2040.40 Masonry Stair Finish																					
C2040.45 Wood Stair Finish																					
C2040.50 Resilient Stair Finish																					
C2040.60 Terrazzo Stair Finish																					
C2040.75 Carpeted Stair Finish																					
C2050 Ceiling Finishes																					
C2050.10 Plaster and Gypsum Board Finish																					
C2050.20 Ceiling Paneling																					
C2050.70 Ceiling Painting and Coating																					
C2050.80 Acoustical Ceiling Treatment																					
C2050.90 Ceiling Finish Supplementary Components																					
C2090 Interior Finish Schedules																					

§ 3.3 Model Element Table Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor." NOTE: LODs must be adapted for the unique characteristics of each Project.																				
Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)		
Model Elements Utilizing CSI UniFormat™	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes		
D SERVICES																				
D10 CONVEYING																				
D1010 Vertical Conveying Systems																				
D1010.10 Elevators																				
D1010.20 Lifts																				
D1010.30 Escalators																				
D1010.50 Dumbwaiters																				
D1010.60 Moving Ramps																				
D1030 Horizontal Conveying																				
D1030.10 Moving Walks																				
D1030.30 Turntables																				
D1030.50 Passenger Loading Bridges																				
D1030.70 People Movers																				
D1050 Material Handling																				
D1050.10 Cranes																				
D1050.20 Hoists																				
D1050.30 Derricks																				
D1050.40 Conveyors																				
D1050.50 Baggage Handling Equipment																				
D1050.60 Chutes																				
D1050.70 Pneumatic Tube Systems																				
D1080 Operable Access Systems																				
D1080.10 Suspended Scaffolding																				
D1080.20 Rope Climbers																				
D1080.30 Elevating Platforms																				
D1080.40 Powered Scaffolding																				
D1080.50 Building Envelope Access																				
D20 PLUMBING																				
D2010 Domestic Water Distribution																				
D2010.10 Facility Potable-Water Storage Tanks																				
D2010.20 Domestic Water Equipment																				
D2010.40 Domestic Water Piping																				
D2010.60 Plumbing Fixtures																				

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.”																					
NOTE: LODs must be adapted for the unique characteristics of each Project.																					
Model Elements Utilizing CSI UniFormat™																					
	D2010.90	Domestic Water Distribution Supplementary Components																			
D2020	Sanitary Drainage																				
	D2020.10	Sanitary Sewerage Equipment																			
	D2020.30	Sanitary Sewerage Piping																			
	D2020.90	Sanitary Drainage Supplementary Components																			
D2030	Building Support Plumbing Systems																				
	D2030.10	Stormwater Drainage Equipment																			
	D2030.20	Stormwater Drainage Piping																			
	D2030.30	Facility Stormwater Drains																			
	D2030.60	Gray Water Systems																			
	D2030.90	Building Support Plumbing System Supplementary Components																			
D2050	General Service Compressed-Air																				
D2060	Process Support Plumbing Systems																				
	D2060.10	Compressed-Air Systems																			
	D2060.20	Vacuum Systems																			
	D2060.30	Gas Systems																			
	D2060.40	Chemical-Waste Systems																			
	D2060.50	Processed Water Systems																			
	D2060.90	Process Support Plumbing System Supplementary Components																			
D30	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)																				
D3010	Facility Fuel Systems																				
	D3010.10	Fuel Piping																			
	D3010.30	Fuel Pumps																			
	D3010.50	Fuel Storage Tanks																			
D3020	Heating Systems																				
	D3020.10	Heat Generation																			
	D3020.30	Thermal Heat Storage																			
	D3020.70	Decentralized Heating Equipment																			
	D3020.90	Heating System Supplementary Components																			
D3030	Cooling Systems																				
	D3030.10	Central Cooling																			

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."

NOTE: LODs must be adapted for the unique characteristics of each Project.

Model Elements Utilizing CSI UniFormat™	Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
D3030.30 Evaporative Air-Cooling																			
D3030.50 Thermal Cooling Storage																			
D3030.70 Decentralized Cooling																			
D3030.90 Cooling System Supplementary Components																			
D3050 Facility HVAC Distribution Systems																			
D3050.10 Facility Hydronic Distribution																			
D3050.30 Facility Steam Distribution																			
D3050.50 HVAC Air Distribution																			
D3050.90 Facility Distribution Systems Supplementary Components																			
D3060 Ventilation																			
D3060.10 Supply Air																			
D3060.20 Return Air																			
D3060.30 Exhaust Air																			
D3060.40 Outside Air																			
D3060.60 Air-to-Air Energy Recovery																			
D3060.70 HVAC Air Cleaning																			
D3060.90 Ventilation Supplementary Components																			
D3070 Special Purpose HVAC Systems																			
D3070.10 Snow Melting																			
D40 FIRE PROTECTION																			
D4010 Fire Suppression																			
D4010.10 Water-Based Fire-Suppression																			
D4010.50 Fire-Extinguishing																			
D4010.90 Fire Suppression Supplementary Components																			
D4030 Fire Protection Specialties																			
D4030.10 Fire Protection Cabinets																			
D4030.30 Fire Extinguishers																			
D4030.50 Breathing Air Replenishment Systems																			
D4030.70 Fire Extinguisher Accessories																			
D50 ELECTRICAL																			
D5010 Facility Power Generation																			
D5010.10 Packaged Generator Assemblies																			
D5010.20 Battery Equipment																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec. 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.																					
Insert abbreviations for each MEA identified in the table below, such as “A – Architect,” or “C – Contractor.”																					
NOTE: LODs must be adapted for the unique characteristics of each Project.																					
Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
	D5010.30	Photovoltaic Collectors																			
	D5010.40	Fuel Cells																			
	D5010.60	Power Filtering and Conditioning																			
	D5010.70	Transfer Switches																			
	D5010.90	Facility Power Generation Supplementary Components																			
D5020	Electrical Service and Distribution																				
	D5020.10	Electrical Service																			
	D5020.30	Power Distribution																			
	D5020.70	Facility Grounding																			
	D5020.90	Electrical Service and Distribution Supplementary Components																			
D5030	General Purpose Electrical Power																				
	D5030.10	Branch Wiring System																			
	D5030.50	Wiring Devices																			
	D5030.90	General Purpose Electrical Power Supplementary Components																			
D5040	Lighting																				
	D5040.10	Lighting Control																			
	D5040.20	Branch Wiring for Lighting																			
	D5040.50	Lighting Fixtures																			
	D5040.90	Lighting Supplementary Components																			
D5080	Miscellaneous Electrical Systems																				
	D5080.10	Lightning Protection																			
	D5080.40	Cathodic Protection																			
	D5080.70	Transient Voltage Suppression																			
	D5080.90	Miscellaneous Electrical Systems Supplementary Components																			
D60	COMMUNICATIONS																				
D6010	Data Communications																				
	D6010.10	Data Communications Network Equipment																			
	D6010.20	Data Communications Hardware																			
	D6010.30	Data Communications Peripheral Data Equipment																			
	D6010.50	Data Communications Software																			

§ 3.3 Model Element Table

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."

NOTE: LODs must be adapted for the unique characteristics of each Project.

Model Elements Utilizing CSI UniFormat™	Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
D6010.60 Data Communication Program and Integration Services																			
D6020 Voice Communications																			
D6020.10 Voice Communications Switching and Routing Equipment																			
D6020.20 Voice Communications Terminal Equipment																			
D6020.30 Voice Communications Messaging																			
D6020.40 Call Accounting																			
D6020.50 Call Management																			
D6030 Audio-Video Communication																			
D6030.10 Audio-Video Systems																			
D6030.50 Electronic Digital Systems																			
D6060 Distributed Communications and Monitoring																			
D6060.10 Distributed Audio-Video Communications Systems																			
D6060.30 Healthcare Communications and Monitoring																			
D6060.50 Distributed Systems																			
D6090 Communications Supplementary Components																			
D6090.10 Supplementary Components																			
D70 ELECTRONIC SAFETY AND SECURITY																			
D7010 Access Control and Intrusion Detection																			
D7010.10 Access Control																			
D7010.50 Intrusion Detection																			
D7030 Electronic Surveillance																			
D7030.10 Video Surveillance																			
D7030.50 Electronic Personal Protection																			
D7050 Detection and Alarm																			
D7050.10 Fire Detection and Alarm																			
D7050.20 Radiation Detection and Alarm																			
D7050.30 Fuel-Gas Detection and Alarm																			
D7050.40 Fuel-Oil Detection and Alarm																			
D7050.50 Refrigeration Detection and Alarm																			
D7050.60 Water Intrusion Detection and Alarm																			
D7070 Electronic Monitoring and Control																			
D7070.10 Electronic Detention Monitoring and Control																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.																					
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D7090 Electronic Safety and Security Supplementary Components																					
D7090.10 Supplementary Components																					
D80 INTEGRATED AUTOMATION																					
D8010 Integrated Automation Facility Controls																					
D8010.10 Integrated Automation Control of Equipment																					
D8010.20 Integrated Automation Control of Conveying Equipment																					
D8010.30 Integrated Automation Control of Fire-Suppression Systems																					
D8010.40 Integrated Automation Control of Plumbing Systems																					
D8010.50 Integrated Automation Control of HVAC Systems																					
D8010.60 Integrated Automation Control of Electrical Systems																					
D8010.70 Integrated Automation Control of Communication Systems																					
D8010.80 Integrated Automation Control of Electronic Safety and Security Systems																					
D8010.90 Integrated Automation Supplementary Components																					
E EQUIPMENT AND FURNISHINGS																					
E10 EQUIPMENT																					
E1010 Vehicle and Pedestrian Equipment																					
E1010.10 Vehicle Servicing Equipment																					
E1010.30 Interior Parking Control Equipment																					
E1010.50 Loading Dock Equipment																					
E1010.70 Interior Pedestrian Control Equipment																					
E1030 Commercial Equipment																					
E1030.10 Mercantile and Service Equipment																					
E1030.20 Vault Equipment																					
E1030.25 Teller and Service Equipment																					
E1030.30 Refrigerated Display Equipment																					
E1030.35 Commercial Laundry and Dry Cleaning Equipment																					
E1030.40 Maintenance Equipment																					
E1030.50 Hospitality Equipment																					
E1030.55 Unit Kitchens																					

§ 3.3 Model Element Table Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4. Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor." NOTE: LODs must be adapted for the unique characteristics of each Project.																				
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Model Elements Utilizing CSI UniFormat™		LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
	E1030.60 Photographic Processing Equipment																			
	E1030.70 Postal, Packaging, and Shipping Equipment																			
	E1030.75 Office Equipment																			
	E1030.80 Foodservice Equipment																			
E1040 Institutional Equipment																				
	E1040.10 Educational and Scientific Equipment																			
	E1040.20 Healthcare Equipment																			
	E1040.40 Religious Equipment																			
	E1040.60 Security Equipment																			
	E1040.70 Detention Equipment																			
E1060 Residential Equipment																				
	E1060.10 Residential Appliances																			
	E1060.50 Retractable Stairs																			
	E1060.70 Residential Ceiling Fans																			
E1070 Entertainment and Recreational Equipment																				
	E1070.10 Theater and Stage Equipment																			
	E1070.20 Musical Equipment																			
	E1070.50 Athletic Equipment																			
	E1070.60 Recreational Equipment																			
E1090 Other Equipment																				
	E1090.10 Solid Waste Handling Equipment																			
	E1090.30 Agricultural Equipment																			
	E1090.40 Horticultural Equipment																			
	E1090.60 Decontamination Equipment																			
E20 FURNISHINGS																				
E2010 Fixed Furnishings																				
	E2010.10 Fixed Art																			
	E2010.20 Window Treatments																			
	E2010.30 Casework																			
	E2010.70 Fixed Multiple Seating																			
	E2010.90 Other Fixed Furnishings																			
E2050 Movable Furnishings																				
	E2050.10 Movable Art																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)	
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E2050.30 Furniture																						
E2050.40 Accessories																						
E2050.60 Movable Multiple Seating																						
E2050.90 Other Movable Furnishings																						
F SPECIAL CONSTRUCTION AND DEMOLITION																						
F10 SPECIAL CONSTRUCTION																						
F1010 Integrated Construction																						
F1010.10 Building Modules																						
F1010.50 Manufactured/Fabricated Rooms																						
F1010.70 Modular Mezzanines																						
F1020 Special Structures																						
F1020.10 Fabric Structures																						
F1020.20 Space Frames																						
F1020.30 Geodesic Structures																						
F1020.40 Manufacturer-Engineered Structures																						
F1020.60 Manufactured Canopies																						
F1020.65 Rammed Earth Construction																						
F1020.70 Towers																						
F1030 Special Function Construction																						
F1030.10 Sound and Vibration Control																						
F1030.30 Seismic Control																						
F1030.50 Radiation Protection																						
F1050 Special Facility Components																						
F1050.10 Pools																						
F1050.20 Interior Fountains																						
F1050.30 Interior Water Features																						
F1050.40 Aquariums																						
F1050.50 Amusement Park Structures and Equipment																						
F1050.60 Ice Rinks																						
F1050.70 Animal Containment																						
F1060 Athletic and Recreational Special Construction																						
F1060.10 Indoor Soccer Boards																						
F1060.20 Safety Netting																						

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec. 3.4)
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Model Elements Utilizing CSI UniFormat™																					
	F1060.30	Arena Football Boards																			
	F1060.40	Floor Sockets																			
	F1060.50	Athletic and Recreational Court Walls																			
	F1060.60	Demountable Athletic Surfaces																			
F1080	Special Instrumentation																				
	F1080.10	Stress Instrumentation																			
	F1080.20	Seismic Instrumentation																			
	F1080.40	Meteorological Instrumentation																			
	F1080.60	Earth Movement Monitoring																			
F20	FACILITY REMEDIATION																				
F2010	Hazardous Materials Remediation																				
	F2010.10	Transportation and Disposal of Hazardous Materials																			
	F2010.20	Asbestos Remediation																			
	F2010.30	Lead Remediation																			
	F2010.40	Polychlorinate Biphenyl Remediation																			
	F2010.50	Mold Remediation																			
F30	DEMOLITION																				
F3010	Structure Demolition																				
	F3010.10	Building Demolition																			
	F3010.30	Tower Demolition																			
	F3010.50	Bridge Demolition																			
	F3010.70	Dam Demolition																			
F3030	Selective Demolition																				
	F3030.10	Selective Building Demolition																			
	F3030.30	Selective Interior Demolition																			
	F3030.50	Selective Bridge Demolition																			
	F3030.70	Selective Historic Demolition																			
F3050	Structure Moving																				
	F3050.10	Structure Relocation																			
	F3050.30	Structure Raising																			
G SITEWORK																					
G10 SITE PREPARATION																					

§ 3.3 Model Element Table

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	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
G1010 Site Clearing																			
G1010.10 Clearing and Grubbing																			
G1010.30 Tree and Shrub Removal and Trimming																			
G1010.50 Earth Stripping and Stockpiling																			
G1020 Site Elements Demolition																			
G1020.10 Utility Demolition																			
G1020.30 Infrastructure Demolition																			
G1020.50 Selective Site Demolition																			
G1030 Site Element Relocations																			
G1030.10 Utility Relocation																			
G1050 Site Remediation																			
G1050.10 Physical Decontamination																			
G1050.15 Chemical Decontamination																			
G1050.20 Thermal Decontamination																			
G1050.25 Biological Decontamination																			
G1050.30 Remediation Soil Stabilization																			
G1050.40 Site Containment																			
G1050.45 Sinkhole Remediation																			
G1050.50 Hazardous Waste Drum Handling																			
G1050.60 Contaminated Site Material Removal																			
G1050.80 Water Remediation																			
G1070 Site Earthwork																			
G1070.10 Grading																			
G1070.20 Excavation and Fill																			
G1070.30 Embankments																			
G1070.35 Erosion and Sedimentation Controls																			
G1070.40 Soil Stabilization																			
G1070.45 Rock Stabilization																			
G1070.50 Soil Reinforcement																			
G1070.55 Slope Protection																			
G1070.60 Gabions																			
G1070.65 Riprap																			
G1070.70 Wetlands																			

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec. 3.4)
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G1070.80 Earth Dams																					
G1070.90 Site Soil Treatment																					
G20 SITE IMPROVEMENTS																					
G2010 Roadways																					
G2010.10 Roadway Pavement																					
G2010.20 Roadway Curbs and Gutters																					
G2010.40 Roadway Appurtenances																					
G2010.70 Roadway Lighting																					
G2010.80 Vehicle Fare Collection																					
G2020 Parking Lots																					
G2020.10 Parking Lot Pavement																					
G2020.20 Parking Lot Curbs and Gutters																					
G2020.40 Parking Lot Appurtenances																					
G2020.70 Parking Lot Lighting																					
G2020.80 Exterior Parking Control Equipment																					
G2030 Pedestrian Plazas and Walkways																					
G2030.10 Pedestrian Pavement																					
G2030.20 Pedestrian Pavement Curbs and Gutters																					
G2030.30 Exterior Steps and Ramps																					
G2030.40 Pedestrian Pavement Appurtenances																					
G2030.70 Plaza and Walkway Lighting																					
G2030.80 Exterior Pedestrian Control Equipment																					
G2040 Airfields																					
G2040.10 Aviation Pavement																					
G2040.20 Aviation Pavement Curbs and Gutters																					
G2040.40 Aviation Pavement Appurtenances																					
G2040.70 Airfield Lighting																					
G2040.80 Airfield Signaling and Control Equipment																					
G2050 Athletic, Recreational, and Playfield Areas																					
G2050.10 Athletic Areas																					
G2050.30 Recreational Areas																					
G2050.50 Playfield Areas																					
G2060 Site Development																					

§ 3.3 Model Element Table

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	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
G2060.10			Exterior Fountains																
G2060.20			Fences and Gates																
G2060.25			Site Furnishings																
G2060.30			Exterior Signage																
G2060.35			Flagpoles																
G2060.40			Covers and Shelters																
G2060.45			Exterior Gas Lighting																
G2060.50			Site Equipment																
G2060.60			Retaining Walls																
G2060.70			Site Bridges																
G2060.80			Site Screening Devices																
G2060.85			Site Specialties																
G2080 Landscaping																			
G2080.10			Planting Irrigation																
G2080.20			Turf and Grasses																
G2080.30			Plants																
G2080.50			Planting Accessories																
G2080.70			Landscape Lighting																
G2080.80			Landscaping Activities																
G30 LIQUID AND GAS SITE UTILITIES																			
G3010 Water Utilities																			
G3010.10			Site Domestic Water Distribution																
G3010.30			Site Fire Protection Water Distribution																
G3010.50			Site Irrigation Water Distribution																
G3020 Sanitary Sewerage Utilities																			
G3020.10			Sanitary Sewerage Utility Connection																
G3020.20			Sanitary Sewerage Piping																
G3020.40			Utility Septic Tanks																
G3020.50			Sanitary Sewerage Structures																
G3020.60			Sanitary Sewerage Lagoons																
G3030 Storm Drainage Utilities																			
G3030.10			Storm Drainage Utility Connection																
G3030.20			Storm Drainage Piping																

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes (See Sec 3.4)
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	G3030.30	Culverts																			
	G3030.40	Site Storm Water Drains																			
	G3030.50	Storm Drainage Pumps																			
	G3030.60	Site Subdrainage																			
	G3030.70	Storm Drainage Ponds and Reservoirs																			
G3050	Site Energy Distribution																				
	G3050.10	Site Hydronic Heating Distribution																			
	G3050.20	Site Steam Energy Distribution																			
	G3050.40	Site Hydronic Cooling Distribution																			
G3060	Site Fuel Distribution																				
	G3060.10	Site Gas Distribution																			
	G3060.20	Site Fuel-Oil Distribution																			
	G3060.30	Site Gasoline Distribution																			
	G3060.40	Site Diesel Fuel Distribution																			
	G3060.60	Site Aviation Fuel Distribution																			
G3090	Liquid and Gas Site Utilities Supplementary Components																				
	G3090.10	Supplementary Components																			
G40	ELECTRICAL SITE IMPROVEMENTS																				
G4010	Site Electric Distribution Systems																				
	G4010.10	Electrical Utility Services																			
	G4010.20	Electric Transmission and Distribution																			
	G4010.30	Electrical Substations																			
	G4010.40	Electrical Transformers																			
	G4010.50	Electrical Switchgear and Protection Devices																			
	G4010.70	Site Grounding																			
	G4010.90	Electrical Distribution System Instrumentation and Controls																			
G4050	Site Lighting																				
	G4050.10	Area Lighting																			
	G4050.20	Flood Lighting																			
	G4050.50	Building Illumination																			
	G4050.90	Exterior Lighting Supplementary Components																			
G50	SITE COMMUNICATIONS																				
G5010	Site Communications Systems																				

§ 3.3 Model Element Table			Project Milestone 1			Project Milestone 2			Project Milestone 3			Project Milestone 4			Project Milestone 5			Project Milestone 6			Notes
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			Model Elements Utilizing CSI UniFormat™			LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
G5010.10 Site Communications Structures																					
G5010.30 Site Communications Distribution																					
G5010.50 Wireless Communications Distribution																					
G90 MISCELLANEOUS SITE CONSTRUCTION																					
G9010 Tunnels																					
G9010.10 Vehicular Tunnels																					
G9010.20 Pedestrian Tunnels																					
G9010.40 Service Tunnels																					
G9010.90 Tunnel Construction Related Activities																					

§ 3.4 Model Element Table Notes

Notes:

(List by number shown on table.)

Model Element Table is an add on document to all bid package noted above and relating to all contractors scope of work. The table identifies all bid package requirements to provide Building Information Models (BIM) during the BIM coordination process. In addition, refer to BIM protocol instruction to see LOD descriptions.

SECTION 014500 - QUALITY CONTROL

1. DESCRIPTION

- A. Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

2. RESPONSIBILITIES

- A. Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

- B. Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

- C. Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

- D. Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

- E. Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories.

- F. Submittals: Contractor shall submit a certified written report of each test, Inspection

or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

- G. Report Data: Written inspection or test reports shall include:
1. Name of testing agency or test laboratory.
 2. Dates and locations of samples, tests or inspections.
 3. Names of individual present.
 4. Complete inspection of test data.
 5. Test results.
 6. Interpretations.
 7. Recommendations.
- H. Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."
- I. The 2000 IBC code the following testing is code required:
1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
 2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
 3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
 4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.
6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

A. DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

2. FACILITIES

A. TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

B. TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. Contractor shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Construction Manager will not provide and maintain tap locations for construction water. Construction water shall be the responsibility of the Sitework Contractor.

C. TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

D. FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

E. FIRE PROTECTION

1. The Carpentry Contractor will provide and maintain portable fire extinguishers on each floor level and building area. Number to conform to applicable codes.
2. Contractor shall provide additional fire extinguishers as required by OSHA regulations for its work.
3. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

F. ACCESS ROADS AND PARKING AREAS

1. The Sitework Contractor will provide and maintain access roads on the site.
2. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

G. STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.
2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, which so ever is the most stringent.

H. FIRST AID STATION

1. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer

first aid/CPR, as required by State and/or Federal regulations.

I. SECURITY

1. The Construction Manager will not provide any security measures at the site.
2. All security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

J. BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.

K. FIELD OFFICE AND STORAGE TRAILERS

1. Contractor shall provide and maintain its own field office and storage trailers as required.
2. Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

L. PROJECT SIGN

1. The Construction Manager will provide a Project Sign naming the major participants, as determined by the Owner.

M. TRASH DISPOSAL

1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager.
2. The Construction Manager will not provide any trash chutes. Once approved by Construction Manager, contractors can install these at their own costs.
3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters. All contractors can utilize these dumpsters, however, the Mason must purchase and supply their own individual dumpster for masonry debris and trash.

N. HOISTING

1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.

O. SCAFFOLDING AND WORKING PLATFORMS

1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.

P. SAFETY BARRICADES AND RAILINGS

1. The Structural Steel Contractor shall provide barricades **and protective barriers** around elevator, stair, shaft and cut openings in floors and roofs, and edges of floors and roofs. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. When a warning barricade is used to prohibit employees from entering a restricted work area. The "warning barricade" shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations.
2. After the barricades and protective barriers are no longer needed, the Structural Contractor will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
3. Contractor shall provide for its own barricades at all other trenches, excavations,

and locations not specifically identified in Paragraph 1 above.

4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.
6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

Q. PUMPING AND DRAINAGE

1. Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

R. TEMPORARY BUILDING ENCLOSURES

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.
2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.

S. TEMPORARY POWER AND LIGHTING

1. Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers provided by the Electrical Contractor. Refer

to Section 015113 - TEMPORARY ELECTRIC.

2. Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

T. PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

U. CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.13 above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.
2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, **and at a minimum** at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

V. DUST PROTECTION

1. Contractor shall be responsible for dust protection whenever its operations will produce dust and dirt that might affect the buildings properties adjacent to work areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

W. PROTECTION OF EXISTING CONSTRUCTION

1. Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

X. OTHER

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

3. PERMITS

- 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

4. EXECUTION

A. GENERAL

1. Contractor shall install all temporary facilities in accordance with applicable codes.
2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

SECTION 016200 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

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

2. REQUIREMENTS INCLUDED

- A. All materials and equipment incorporated into the Work shall:
 - 1. be new;
 - 2. conform to applicable specifications and standards; and
 - 3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- B. Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
 - 2. Manufactured 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.
- C. Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- D. Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- E. For materials and equipment specifically indicated or specified to be reused in the Work:

1. Contractor shall use special care on 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.

3. MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Contractor shall 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, Contractor shall consult with Construction Manager for further instructions.
 2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

- A. Contractor shall 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. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

- A. Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
 - 2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.
- B. Exterior Storage
 - 1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.
- C. Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- D. Contractor shall 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. Roof insulation.
 - 2. Roofing materials, including solvents.
 - 3. Paint materials.
 - 4. Cleaning and other solvents.
 - 5. Fuels.
- E. Protection after Installation:
 - 1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

B. Contractor's Options.

1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall 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 Paragraph 6.C, below.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

C. Substitutions.

1. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. **The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect.** The architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the Work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.

3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
4. A request for a substitution constitutes a representation that Bidder:
 - a. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
 - b. will provide the same warranties or bonds for the substitution as for the Product specified;
 - c. 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; and
 - d. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- D. Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.

END OF SECTION

SECTION 017123 - FIELD ENGINEERING

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract, (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. The provisions of the section apply to all contracts.

2. SURVEY

- A. The Owner has had a site survey prepared by Vandemark & Lynch. This information has been included in this Bid Pack.

3. CONSTRUCTION MANAGER

- A. The Construction Manager will establish a bench mark and base line from which structures and grades shall be laid out by Contractors as designated in this section. The total extent of this layout is shown on the site drawings. One bench elevation shall be provided.

END OF SECTION

SECTION 017700 – CONTRACT CLOSEOUT

1. DESCRIPTION OF REQUIREMENTS

- A. Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:
1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
 2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
 3. complete instructions of Owner's operating personnel, and start up of systems; and
 4. complete final cleaning and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

- A. Re-inspection Procedure: The Architect/Engineer will re-inspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of re-inspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. RECORD DOCUMENTATION

- A. Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark-up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- B. Installation, Operation and Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.
- C. State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.
- D. AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
 - AIA G732, Final Application for Payment for Retainage
 - AIA G704-CMA, Certificate of Substantial Completion – 4 originals
 - AIA G706, Affidavit of Payment of Debts & Claims
 - AIA G706A, Affidavit of Release of Liens
 - AIA G707, Consent of Surety
- E. Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:

- Prime Contractor's Release of Liens
- Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

A. Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.
3. Floor finishes.
4. Door hardware

6. FINAL CLEANING

A. At the time of project close out Contractor shall clean or re-clean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.

10. Sweep and wash paved areas.

11. Police yards and grounds.

END OF SECTION