

Additions & Renovations to SILVER LAKE ELEMENTARY SCHOOL



Owner:

Appoquinimink School District

118 South Sixth Street
Odessa, DE 19730

Architect:

R G Architects, LLC

200 W Main Street
Middletown, DE 19709
302.376.8100

Structural Engineer:

MacIntosh Engineering

2 Mill Road
Wilmington, DE 19806
302.252.9200

Site Engineer:

Duffield Associates

5400 Limestone Road
Wilmington, DE 19808
302.239.6634

Mechanical & Electrical Engineers:

Furlow Associates

1206 Society Drive
Claymont, DE 19703
302.798.3515

Foodservice Consultants

Nyikos Associates, Inc.

18219-A Flower Hill Way
Gaithersburg, MD 20879
240.683.9530

Construction Manager:

EDiS Company

110 S. Poplar Street, Suite 400
Wilmington, DE 19801
800.995.3347

Project Manual
VOLUME 1

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SEALS PAGE

1.1 DESIGNS PROFESSIONALS OF RECORD

SEAL

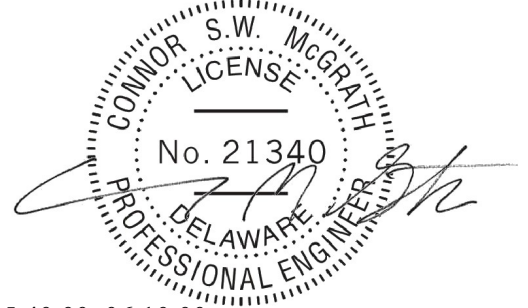
A. ARCHITECT:

1. ROBERT A GROVE, AIA
2. (LICENSE #S5-08320)
3. R G ARCHITECTS, LLC.
4. 200 W. MAIN STREET
MIDDLETOWN, DE 19709
5. (302) 376-8100
6. Responsible for Division 01-49 Sections except
where indicated as prepared by other design
professionals of record.



B. STRUCTURAL ENGINEER:

1. CONNOR S.W. McGRATH, P.E.
2. (LICENSE # 21340)
3. MACINTOSH ENGINEERS, INC.
4. 2 MILL ROAD
SUITE 100
WILMINGTON, DE 19806
5. (302) 252.9200
6. Responsible for Sections: 03 30 00, 05 12 00, 05 40 00, 06 10 00.



C. PLUMBING, MECHANICAL, ELECTRICAL ENGINEER:

1. SHIRLEY A. JOHNSON, P.E., C.E.M.
2. (LICENSE # 12721)
3. FURLOW ASSOCIATES, INC.
4. 650 NAAMANS ROAD
SUITE 211
CLAYMONT, DE 19703
5. (302) 798.3515
6. Responsible for Division 21-28 Sections except
where indicated as prepared by other design
professionals of record.



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Silver Lake Elementary School
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SECTION 001113 ADVERTISEMENT FOR BIDReceipt 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 Silver Lake Elementary School Additions and Renovations** located in Middletown, Delaware. Bids will be received at the main office of **Silver Lake Elementary School, 200 East Cochran Street, Middletown, Delaware 19709** until **4pm** local time on **Tuesday, January 14, 2020**, 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: Demolition**
Contract: **A-02: Sitework**
Contract: **A-03: Concrete**
Contract: **A-04: Masonry**
Contract: **A-05: Structural Steel & Miscellaneous Metals**
Contract: **A-06: Carpentry & General Work**
Contract: **A-07: Roofing**
Contract: **A-08: Metal Studs & Drywall**
Contract: **A-09: Glass & Glazing**
Contract: **A-10: Casework & Millwork**
Contract: **A-11: Folding Partitions**
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Contract: **A-17: Kitchen Equipment**
Contract: **A-18: Fire Protection**
Contract: **A-19: Mechanical & Plumbing**
Contract: **A-20: Building Management Systems**
Contract: **A-21: Electrical**
Contract: **A-22: Special Systems**
Contract: **A-23: Structured Cable**
Contract: **A-24: Testing & Balancing**

Bidding Documents

1. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums.
2. 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 **December 17, 2019**.
3. Documents may be viewed and downloaded at EDiS' FTP site on or after **December 17, 2019**. To obtain access to the FTP site, please submit your request via email to **Cindy Slothour** at

cslothour@ediscompany.com. Your request should include the following information: your 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.

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 **Silver Lake Elementary School, 200 East Cochran Street, Middletown, Delaware 19709** on **Thursday, December 19, 2019** at **4pm** local time. A site visit will be conducted immediately following the pre-bid meeting. A second site visit will be conducted on **Thursday January 2, 2020** at **4pm** local time. These site visits will be the only opportunities for the bidders to visit the existing building and review existing conditions affecting the work. Attendance is highly suggested but not mandatory.

Questions

Please contact EDiS Company, **J.D. Bartlett**, at (302)421-2957 or jdbartlett@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 latest regulation can be downloaded from the following website:

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS1. DEFINITIONS

- A. STATE: The State of Delaware
- B. AGENCY/OWNER: Contracting State Agency – Appoquinimink School District.
- C. DESIGNATED OFFICIAL: The agent authorized to act for the AGENCY/OWNER.
- D. 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.
- E. All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- F. ADDENDA: 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.
- G. BID: A complete and properly executed proposal to do one or more Units of Work for the sum stipulated therein, submitted in accordance with the Bidding Documents.
- H. BIDDER or VENDOR: A person or entity who formally submits a Bid, to the Bidding Agency/Owner, for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- I. SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- J. The term Work is defined in 1.1.3 of the General Conditions.
- K. 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”.

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- L. 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.
- M. GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or Conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency/Owner and instructions to bidders. They apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.

- T. Except as otherwise defined in greater detail, term “provide” means furnish and install, complete and ready for intended use, as applicable in each instance.
- U. INSTALLER: 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.
- V. 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.
- W. SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.
- X. SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor’s payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- Y. BIDDER’S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency/Owner if the Work to be performed or the material or equipment to be furnished is awarded to him.
- Z. CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

2. BIDDER’S REPRESENTATION

- A. Each Bidder in submitting its bid represents that:
 - 1. The Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.
 - 2. The Bidder 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. The Bid is based upon the materials, equipment and systems 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. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Construction Manager. 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 or Sub-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 interpretations, corrections, or changes to the Bidding Documents will be made by written 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, or changes.
4. The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

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.

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4. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of Bids. The time and location of the bid opening may be extended with a minimum of two (2) calendar day's notice to the Bidders.
4. BIDDING PROCEDURE
- A. FORM AND STYLE OF BIDS
1. Bids shall be submitted in triplicate upon the proposal form included with the Bidding Documents, or upon an exact copy of it.
 2. Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
 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. BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "no Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
 6. Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
 7. Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidders is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
 8. 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.
 9. Each Bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate

space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

10. If the Bidder is required by the Agency/Owner to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

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. Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
2. Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
3. Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State/Agency/Owner is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
4. 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.
5. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing. Each bidder shall include in their bid a copy of a valid Delaware Business License.
6. As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included. Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.
7. It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in

accordance with this law.

8. Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
9. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

C. MODIFICATION OR WITHDRAWAL OF BID

1. Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Owner. A request for withdraw by letter or fax, if the Owner is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
2. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for SIXTY (60) 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.
3. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

5. CONSIDERATIONS OF BIDS

A. OPENING OF BIDS

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

B. REJECTION OF BIDS

1. The Agency/Owner shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in anyway incomplete or irregular is subject to rejection.
2. If Bids are rejected, it will be done within sixty (60) calendar days of the Bid opening.

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. The Agency/Owner reserves the right to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency/Owner or its agent(s), it is in the best interest of the State.
 2. After the Bids have been opened and read, the bid prices will be compared and the results of such comparisons will be made available to the public, after Contracts are awarded. Comparisons of the Bids may be based on the Base Bid plus accepted Alternates. The Agency/Owner shall have the right to accept Alternates in any order or combination.
 3. An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
 4. The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
 5. No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
6. DISQUALIFICATION OF BIDDERS
- A. An Agency/Owner shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
 1. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 2. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication of admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 3. The Bidder's written safety plan;
 4. Whether the Bidder is qualified legally to contract with the State.
 5. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 6. Any other specific criteria for a particular procurement, which an Agency/Owner may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
 - B. If an Agency/Owner determines that a Bidder is nonresponsive and/or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the

determination shall be sent to the affected Bidder within five (5) working days of said determination.

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

1. More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
2. Evidence of collusion among Bidders.
3. Unsatisfactory performance record as evidenced by past experience.
4. If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
5. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
6. If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
7. If any exceptions or qualifications of the Bid are noted on the Bid Form.

7. 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/Owner may determine to deduct payment of the penalty from the Contractor or have the amount paid directly to the Agency/Owner. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency/Owner awarding the Contract, only if it is established to the satisfaction of the Agency/Owner 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.
8. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

A. During the performance of this Contract, the Contractor agrees as follows:

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

9. BID SECURITY

- A. All bids shall be accompanied by a deposit of either a good and sufficient bond to the Agency/Owner for the benefit of the Agency/Owner, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the Agency/Owner, or a security of the bidder assigned to the Agency/Owner, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- B. The Agency/Owner has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specific time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- C. The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within SIXTY (60) calendar days after the opening of the Bids.

10. PREVAILING WAGE REQUIREMENT

- A. Wage Provisions: Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 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 employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 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.

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

12. EXECUTION OF AGREEMENT

- A. The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.
- B. The successful Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.
- C. The successful 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 refuses or neglects 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 security shall be forfeited. Award will then be made to the next lowest qualified Bidder of the Work or re-advertised, as the Agency/Owner may decide.
- F. Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation to Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening. A contracting agency shall extend the 30-day bid evaluation period by a total of 5 working days and a school district shall extend the 60-day bid evaluation period by a total of 5 working days if a bid is nonresponsive or a bidder is judged to be not responsible, and the bidder cannot be notified in writing a minimum of 5 days prior to the end of the 30-day bid evaluation period in the case of an agency, or the 60-day bid evaluation period in the case of a school district."
- G. Each Bid on any Public Works Contract must be deemed responsive by the Agency/Owner to be considered for award. A responsive Bid shall confirm in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

13. POST-BID INFORMATION

A. CONTRACTOR'S QUALIFICATION STATEMENT

- 1. Bidders to whom award of a Contract is under consideration shall, if requested by the

Agency/Owner, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

B. BUSINESS DESIGNATION FORM

1. Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

14. GENERAL COMMENTS

A. JOINT VENTURE AGREEMENTS

1. Each Joint Venture shall be qualified and capable to complete the project with their own forces.
2. Included with the bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Ventures involved.
3. 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.
4. All required insurance certificates shall name both Joint Ventures.
5. Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License with their bid.
6. Both Joint Ventures shall include their Federal E. I. Number with the bid.
7. 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.
8. 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. DE BUSINESS LICENSES FOR CONTRACTOR & SUBCONTRACTORS

1. Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the Agency/Owner the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the Agency/Owner to which it is contracting, within

30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the Agency/Owner within 10 days of being contracted or hired.

C. ASSIGNMENT OF ANTITRUST CLAIMS

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

D. BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

1. 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.

E. CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

1. 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.

F. STATE LICENSE AND TAX REQUIREMENTS

1. 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 . . ."

G. RIGHT TO AUDIT RECORDS

1. 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.

2. 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.

H. PREFERENCE FOR DELAWARE LABOR

1. 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 included in the project manual. All Contractors are strongly urged to review this information. Geotechnical reports included are as follows:
 - a. Duffield Associates Geotechnical Evaluation Report, dated September 13, 2018,
 - b. Duffield Associates Addendum #1 West Parking Lot Paving, dated January 28, 2019,

C. UTILITY LOCATION DATA

1. Underground utility reports and location plans from SoftDig Underground Services, Inc., dated October 22, 2019 through October 25, 2019, are included in the project manual.

END OF SECTION

September 13, 2018

Mr. Robert Hershey
Appoquinimink School District
118 S. Sixth Street
Odessa, DE 19730

RE: Project No. 11308.GD
Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, DE

Dear Mr. Hershey:

Duffield Associates, Inc. (Duffield) has completed our geotechnical evaluation for the proposed building additions and site renovations to the Silver Lake Elementary School located in Middletown, Delaware. The evaluation is summarized in the following report, which includes the data obtained in our field and laboratory programs, the subsurface conditions encountered, and our recommendations for the design and construction of the building foundation and slab-on-grade systems, as well as the stormwater management facilities and pavements. These services were performed in general accordance with our agreement dated July 31, 2018.

We appreciate this opportunity to be of service to you and will remain available to assist you and your team as design progresses and into the construction phase of the building. Should you have any questions concerning this evaluation, please do not hesitate to contact us.

Very truly yours,

DUFFIELD ASSOCIATES, INC.



Alison R. Schoch P.E.
Geotechnical Engineer



James F. Cloonan, P.E., LEED AP
Senior Consultant

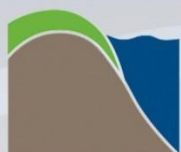
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Enclosure: Report

Geotechnical Evaluation
Silver Lake Elementary
200 E. Cochran Street
Middletown, Delaware

September 13, 2018

Project No. 11308.GD



DUFFIELD
ASSOCIATES
Soil, Water & the Environment

EXISTING
3-SIDED
OK & SUFFICIENT
NOTES

Civil

Water/Natural Resources

Geotechnical

Environmental

Construction Review

Coastal/Waterfront



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EXECUTIVE SUMMARY

The following report summarizes Duffield's Geotechnical Evaluation for the proposed additions and renovations to the Silver Lake Elementary School located at 200 E. Cochran Street in Middletown, Delaware. This report includes information regarding the field and laboratory testing programs, the subsurface conditions encountered, and recommendations for the design and construction of the proposed building foundations, slab-on-grades, stormwater management facilities, and pavements.

The proposed one-story additions to the existing school building will include classrooms on the south side of the school with a footprint of approximately 290 feet by 100 feet and a new multi-purpose room on the east side of the school with a footprint on the order of approximately 70 feet by 100 feet. The additions are proposed to be constructed at-grade (i.e., no basement) with assumed finished floor elevation that will match that of the existing building (i.e., net cuts/fills of less than 2 feet will be required to achieve finish grades). Additional site improvements include new stormwater management facilities and rehabilitation to the existing parking lot area located north of the school. Rehabilitation to the parking lot may include expansion of pavement areas.

On August 21 and 22, 2018, eight Standard Penetration Test (SPT) borings were performed at the site in the vicinity of proposed building additions, stormwater management areas, and pavement areas. Beneath a surficial layer of topsoil or pavement, the subsurface conditions at the site generally appeared to consist of localized areas of variable soil fill underlain by medium to stiff consistency silt and medium to dense sand to the extent of the test borings. Groundwater was observed at depths ranging between approximately 12.9 to 20.7 feet below the existing grade, corresponding to groundwater elevations ranging between approximately 36.1 to 39.1 feet (project datum).

Based on the observed subsurface conditions and the design information provided by the project team, Duffield provides these comments and recommendations:

- Topsoil and existing fill soils are not considered suitable for support of proposed additions and should be removed in their entirety from the building areas prior to construction foundations or slabs. Site preparation may also include relocation of existing utilities delineated within the proposed addition areas;
- The proposed additions could be supported on conventional shallow foundation and slab-on-grade systems. Foundations should be designed for a maximum allowable bearing pressure of 3,000 pounds per square foot (psf). Total foundation settlement is estimated to be on the order of 1 inch or less, and a differential settlement on the order of a ½ inch or less over a distance of 25 feet;
- Stormwater management practices that use infiltration of stormwater into the natural soils as the primary means of stormwater control is not considered practical at the site; and
- Pavement rehabilitation for the parking lot could include a partial pavement repair (i.e., mill and overlay of surface course) throughout the majority of the parking lot, with isolated full-depth pavement repairs in areas of more severe deterioration.

PROJECT SUMMARY

PROPOSED CONSTRUCTION

- Two one-story additions to the existing school building. One addition will be located on the south side of the school and will consist of classroom areas with footprints of approximately 290 feet by 100 feet. The second addition will be located on the east side of the school and will be a multi-purpose room with a footprint on the order of approximately 70 feet by 100 feet;
- The buildings are proposed to be constructed at-grade (i.e., no basement) with assumed finished floor elevation that will match that of the existing building (i.e., net cuts/fills of less than 2 feet will be required to achieve finish grades);
- At the time of this report, structural information for the proposed additions was not provided. We have assumed structural loads consisting of maximum wall loads of 3 kips per foot and maximum column loads of 100 kips; and
- In addition to the building construction, we understand it is proposed to rehabilitate the parking lot area located north of the school.

PROPOSED STORMWATER MANAGEMENT AREAS

- Stormwater management areas are being considered in the grass area located west of the access drive entrance to the school and in the grass island area within the access drive loop at the school's main entrance.

REFERENCES UTILIZED

- A Power Point presentation titled "Silver Lake Elementary, Major Capital Improvement Program," prepared by R.G. Architects, dated November 22, 2016, which indicates locations of additions and proposed site improvements; and
- A drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield, marked "preliminary, not for construction," dated December 13, 2016.

EXISTING SITE CONDITIONS

- The area of the proposed additions are currently occupied predominantly by grass-covered areas with existing playground features located within the footprint of the south addition. The areas of the proposed additions are relatively flat with elevations ranging between approximately 56 to 58 feet (project datum);
- Several existing utilities, including stormwater, sanitary, water, gas, and electric were delineated across in the vicinity of proposed structures; and
- The parking lot area was generally observed to consist of an existing bituminous concrete lot with grades ranging between approximately 54 to 56 feet (project datum). The parking lot appears to be utilized primarily for passenger car parking for the school's staff. The parking lot area was observed to be in a weathered condition, with localized areas of cracked and deteriorated pavement. Additional pavement condition observations are included in the Discussion section of this report.

FIELD AND LABORATORY TESTING

STANDARD PENETRATION TEST BORINGS

- On August 21 and 22, 2018, eight Standard Penetration Test (SPT) borings were performed in general accordance with ASTM D 1586 in the vicinity of the proposed additions (test borings TB-3, TB-4, and TB-5) and stormwater management facilities (test borings TB-1 and TB-2), and in the existing parking lot area located north of the existing school building (test borings TB-6, TB-7, and TB-8);
- The test borings were performed by CGC Geoservices, LLC, an affiliate company of Duffield, utilizing an ATV-mounted Diedrich D-50 drill rig with hollow-stem augers; and
- The test borings were performed to depths of approximately 25 feet in the proposed addition borings, 15 to 16 feet in the stormwater management area borings, and 5 feet in the parking lot borings.

INFILTRATION TESTING

- Infiltration testing was performed on August 21, 2018 at two locations (IT-1 and IT-2). The test method consisted of a constant head borehole infiltration test using a 5-inch diameter cased borehole. This testing was performed in general accordance with the State of Delaware, Department of Natural Resources and Environmental Control (DNREC) 3.06.2.A-1 "Soil Investigation Procedures for Stormwater Management Practice (BMPs)" and ASTM D 5126 "Standard Guide for Comparison of Field Methods for Determining Hydraulic Conductivity in Vadose Zone";
- The results of infiltration testing are summarized in the Discussion of Analysis section of the report and are enclosed;
- At completion of the drilling and infiltration testing, the boreholes were backfilled with soil cuttings and the locations performed in existing pavement areas were topped with asphalt cold-patch. Additional settlement and softening of the soil replaced in the boreholes may occur, resulting in a depression or hole in the ground surface. Consequently, future maintenance and restoration of the site may be required; and
- The approximate sample locations are indicated on the enclosed Test Boring and Infiltration Test Location Sketch. Test boring logs, which describe the conditions observed during the field exploration program, are enclosed.

LABORATORY TESTING

Following the test boring program, the samples were returned to Duffield's office and laboratory testing was performed on the selected samples. The results of the laboratory testing are summarized below. No environmental testing or characterization was performed.

LOCATION	SAMPLE NO.	DEPTH (FT)	MOISTURE CONTENT (%) (ASTM D2216)	PERCENT PASSING NO. 200 SIEVE (%) (ASTM D1140)
TB-3	S-3	4.0 ó 6.0	13.5	34.8
TB-4	S-2	2.0 ó 4.0	12.2	14.7
	S-6	13.0 ó 15.0	9.2	9.5
TB-5	S-4	6.0 ó 8.0	8.3	11.2
TB-7	S-1	1.0 ó 3.0	12.8	47.7
TB-8	S-1	1.0 ó 3.0	12.1	36.5

LOCATION	SAMPLE NO.	DEPTH (FT)	MOISTURE CONTENT (%) (ASTM D2216)	PERCENT PASSING NO. 270 SIEVE (%) (USDA)
IT-1	S-1	7.0	26.7	53.4
IT-2	S-1	7.0	15.5	23.1

Note: Samples tested from IT-1 and IT-2 were obtained from the bottom of the 5-inch diameter cased borehole prior to infiltration testing.

SUBSURFACE CONDITIONS

GENERALIZED SITE GEOLOGY

Based on Delaware Geologic Survey (DGS) mapping, the project site is located in the Atlantic Coastal Plain Province. The site is located within the Columbia Formation which is characterized by cross bedded yellowish- to reddish-brown, fine to coarse, feldspathic quartz sand with varying amounts of gravel. Beds of tan to reddish-gray clayey silt are sometimes encountered within the formation.

STRATIGRAPHIC CONDITIONS

Beneath a surficial layer of topsoil and pavement, the subsurface conditions observed at the site can generally be described as localized miscellaneous fill underlain by natural silt and sand with varying amounts of silt and clay to the extent of the test borings.

For discussion purposes, the subsurface conditions can be further described as follows:

SUBSURFACE STRATUM	APPROXIMATE THICKNESS (FEET)	GENERALIZED DESCRIPTION^[1]
A	0.5 ó 0.8	TOPSOIL (approximately 12 inches); or BITUMINOUS CONCRETE and GRADED AGGREGATE (approximately 7 to 10 inches)
B ^[2]	1.5 ó ---	MISCELLANEOUS FILL: Light orange, brown fine to coarse sand, trace to ðandö silt/clay, trace to some gravel (moist, dense)
C ^[3]	1.5 ó 5.5	Brown, orange SILT, trace to some fine to medium sand, trace organics (moist, stiff consistency); USCS: ML
D	--- ^[4]	Variable light brown, light orange, brown, white medium SAND, some to trace silt/clay, little coarse sand, little to trace gravel (moist to wet, medium to dense); USCS: SC, SM, SP-SM
Notes:	1. The soil descriptions utilized herein and on the test boring logs are defined in the attached General Notes. 2. Stratum B only observed in test borings TB-2, TB-5, TB-6, TB-7, and TB-8. 3. Stratum C only observed in test borings TB-1 and TB-3. 4. Stratum D not fully penetrated in test borings.	

GROUNDWATER

- Groundwater was observed in four of the test borings performed at the site at depths ranging between approximately 12.9 and 20.7 feet below the existing ground surface, corresponding to elevations ranging from approximately 36.1 to 39.1 feet (project datum). Groundwater mapping provided by the Delaware Geologic Information Resource indicates that groundwater at the site may be encountered at depths ranging between 16 to 20 feet during wet seasons and greater than 20 feet during normal and dry seasons; and
- Groundwater levels are likely to be affected by season and annual variations in precipitation. It is estimated that variations in groundwater levels several feet higher or lower than those observed by this evaluation could be experienced during extreme variations in precipitation.

DISCUSSION OF ANALYSIS

MISCELLANEOUS FILL AND SITE PREPARATION

Although existing fill soils were only observed in one of the test borings performed in the proposed addition areas, it is possible that fill could be encountered during construction. It is Duffield's opinion that the existing fill soils are not considered suitable for supporting the addition foundation or slab-on-grade systems and should be removed from the addition areas if encountered during construction. In addition, several existing utilities were delineated within the proposed addition areas. The presence of utilities beneath a structure could result in crushing of pipes and/or undermining of proposed structures. Therefore, it is recommended that any existing utilities be removed and relocated outside of the proposed addition areas. The resulting excavations should be backfilled with structural fill, placed and compacted in accordance with the recommendations of this report. Alternatively, existing pipes could be abandoned left in-place, and grouted throughout its length. If the utilities cannot be relocated outside of the proposed addition areas, foundations should be designed to bear at or below the invert elevations of the pipe.

SHALLOW FOUNDATION AND SLAB-ON-GRADE SYSTEM

It is Duffield's opinion that the "natural" site soils consisting of medium stiff or stiffer Stratum C silt and medium dense or denser Stratum D sand encountered in the test borings, are generally suitable for supporting the proposed additions on shallow foundation and slab-on-grade systems. Structural fill, placed and compacted as recommended herein is also considered suitable for support of proposed structures.

INFILTRATION TEST RESULTS

Two infiltration tests were performed in the vicinity of the proposed stormwater management facilities located at the site. The following table summarizes the depths and results of the infiltration testing.

INFILTRATION TEST LOCATION	APPROX. TEST ELEVATION & DEPTH (FT., PROJECT DATUM)	USDA DESCRIPTION	USCS DESCRIPTION	FIELD INFILTRATION RATE (IN/HR)
IT-1	45.0 (7.0 feet)	Loam	SILT and medium SAND, trace coarse sand, trace fine sand	0.0
IT-2	49.0 (7.0 feet)	Sandy Loam	Fine to medium SAND, some silt, trace coarse sand	0.2

It should be noted that a factor of safety has not been applied to the field infiltration rates indicated above. A factor of safety of 2.5 is typically recommended for design of stormwater management areas based on borehole infiltration testing.

PAVEMENT AREAS

Prior to the performance of the test borings in the existing parking lot area, coring was performed on the pavement to review the thickness and condition of the bituminous cement concrete (BCC) and graded aggregate subbase. An apparent tack coat material was observed between the two courses of pavement. The following thicknesses were made at the pavement core locations:

LOCATION	OBSERVED SURFACE BCC COURSE (INCHES)	OBSERVED BASE BCC COURSE (INCHES)	OBSERVED GRADED AGGREGATE SUBBASE (INCHES)
TB-6	2 ¼	2	3 ½
TB-7	2 ¼	2	3
TB-8	1 ¾	2	4

The subgrade immediately beneath the graded aggregate generally consisted of dense granular fill material, likely reworked or placed during initial construction of the parking lot. Granular soils generally correspond to American Association of State Highway and Transportation Officials (AASHTO) classification A-2 and A-3, which are considered "excellent to good" subgrade soils. "Excellent to good" soils are considered better draining and less frost susceptible materials than fine-grained "fair to poor" subgrade materials.

In addition to the thicknesses noted above from the cores collected during the field program, Duffield performed a visual review of the pavement conditions. Duffield observed the pavement appeared to generally be oxidized, which is typical for older pavement areas. Oxidation causes the components in the asphalt to breakdown over time. As a result, the pavement is less adhesive and ductile. This is evidenced by the fading of the pavement surface from black to gray. As pavement becomes less flexible, cracking and surface deterioration increases.

In general, Duffield observed the parking lot pavement to be moderately deteriorated and in fair condition. Various degrees of localized "alligator" cracking (i.e., irregular and connected cracking) throughout the parking lot and access drive areas were observed. Photographs enclosed herein indicate some observed cracking.

Based on the observed pavement surface conditions and pavement and graded aggregate thicknesses in the core locations, it appears that the majority of the pavement is in "fair" condition and seems to have functioned adequately to support passenger car vehicles. Localized areas of moderate to severe cracking were observed. The Design Recommendation section provides pavement improvement recommendations which includes replacing the surface course where

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generally fair conditions were observed, as well as a full-depth pavement repair, which may be necessary in areas where significant cracking and deterioration were observed, or in areas where new parking lots are proposed. An alternative pavement overlay system without milling the existing surface is also provided in the following design and construction recommendation sections.

DESIGN RECOMMENDATIONS

1. ALLOWABLE FOUNDATION BEARING CAPACITY AND SETTLEMENT

- It is Duffield's opinion that the natural silt and sand soils encountered below the surficial topsoil (Stratum A) and Stratum B fill are generally considered suitable for supporting the proposed additions on shallow spread footing foundation and slab-on-grade systems following subgrade preparation and review, as discussed further herein. Structural fill, placed, compacted and reviewed, as recommended in this report, is also considered suitable for supporting shallow foundations;
- It is recommended that the proposed foundations for the additions be designed for a maximum net allowable bearing pressure of 3,000 pounds per square foot; and
- Based on the results of the analysis performed as part of this evaluation, it is estimated that maximum total foundation settlement for the proposed structures should be on the order of 1 inch or less, with a post-construction differential settlement on the order of ½ inch over a distance of 25 feet. Due to the presence of granular soils at the site, most of the estimated settlement should occur relatively quickly following the application of loads.

2. FOUNDATION BURIAL DEPTH AND SIZE

- The base of all footings should be constructed at or below the elevation of adjacent existing building foundation elements. Foundations in areas exposed to frost should be placed at least 32 inches below final exterior grade;
- Interior foundations in insulated areas should be placed at least 18 inches below the proposed finished floor elevation;
- All continuous wall footings should be at least 2-feet wide, and all isolated column footings should be at least 3-feet wide, regardless of bearing pressure; and
- If a winter construction schedule is proposed for the foundations, provisions for the protection of shallow foundations from frost heave during construction should be included in the contract specifications.

3. SLAB-ON-GRADE

- Ground-supported floor slabs should be designed as free floating and should not be connected to the other structural elements (e.g., walls, framing, etc.) of the buildings. Isolation joints should be utilized at the interface of proposed ground-supported floor slabs and structural elements to accommodate potential differential settlement;
- A minimum 10 mil polyethylene vapor barrier and free-draining subbase, consisting of at least 4 inches of poorly graded crushed stone aggregate, such as AASHTO SP-57 stone, should be provided beneath floor slabs; and
- Subgrade conditions should be modeled for design utilizing a subgrade modulus, K_s of 150 pci, provided subgrade preparation is performed as recommended in this report.

4. SEISMIC DESIGN PARAMETERS

Based on the subsurface conditions encountered during the field exploration at the site and the review of regional geologic maps, a $\delta D\delta$ site classification is recommended for the analysis of seismic conditions, as defined by 1613.3.2 of the 2015 International Building Code and Chapter 20 of the American Society of Civil Engineers Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-10).

5. CONTROL JOINTS

Masonry walls should be provided with frequent control joints placed at architecturally convenient locations (e.g., windows and doorways) to provide a $\delta preferred\delta$ location for differential settlement to occur to reduce the potential for cracking of the walls.

6. EXISTING UTILITIES

The presence of utilities beneath a structure could result in crushing of pipes and/or undermining of proposed buildings. Therefore, it is recommended that any existing utilities be removed and relocated outside of the proposed building areas. The resulting excavations should be backfilled with structural fill, placed and compacted in accordance with the recommendations of this report. Alternatively, existing pipes could be abandoned left in-place, and grouted $\delta full\delta$ throughout its length. If the utilities cannot be relocated outside of the proposed building area, foundations should be designed to bear at or below the invert elevations of the pipe.

7. STORMWATER MANAGEMENT AREA DESIGN

- Based on the types and consistency of the soils encountered and the observed infiltration rates in the area of the proposed facilities, it is Duffield's opinion that infiltration of stormwater into the natural soils is not practical at the site.
- It is recommended that the design of the SWM system utilizes the most recent version of the $\delta Delaware$ Sediment and Stormwater Regulations δ and the most recently approved version of the $\delta Supplemental Requirements for Best Management Practices,\delta$ dated November 28, 2017.

8. PAVEMENT REHABILITATION

- Based on the observed condition of the existing pavement, as well as the anticipated traffic loading consisting primarily of passenger vehicles (with limited access for delivery truck, trash collection vehicles, or school buses) in the parking lot area, two pavement rehabilitation options are considered. In addition, a recommended pavement section for full-depth repair of moderately to severely deteriorated areas, as well as new pavement areas is provided.
 - **Option No. 1: Partial Pavement Reconstruction (for majority of parking lot).**
The majority of the parking lot area generally appeared to be in fair condition, with observed oxidation and isolated alligator cracking. A cost-effective approach

which may reduce short-term maintenance costs for parking lot maintenance includes removal of the surface course of pavement and replacement with a minimum 2-inch thick bituminous concrete (DelDOT Type C) surface course layer. Following milling and prior to construction of the surface course, the exposed pavement should be proofrolled and the conditions reviewed to determine if a more-extensive or full-depth pavement section is needed. If yielding or otherwise unsuitable base course conditions are observed, localized full-depth repair, described below is recommended. In addition to the proofroll, prior to construction of the overlay surface course, cracks 1/8 inch or wider should be thoroughly cleaned to a depth of at least 1 inch deep, sprayed with a chemical herbicide, and sealed with a hot bitumastic sealer.

- **Option No. 2: Pavement Overlay Construction (for majority of parking lot).** An alternative approach for rehabilitation of the existing parking lot area from Option No. 1 described above would be to construct a pavement overlay above the existing pavement section.

This option would include placement of a geotextile/asphalt cement pavement preparation system, such as Petromat[®] pavement repair membrane (or an approved equivalent) followed by a bituminous concrete overlay (<http://www.nilex.com/products/paving/petromat>). The geotextile/asphalt cement layer functions to waterproof the pavement, reinforces small cracks, and provide a bond break to mitigate reflective cracking. When properly installed, this system reduces pavement maintenance cost when compared to conventional overlays. Site preparation would consist of cleaning and crack filling large pavement cracks (greater than 3/8 inch) and placement of a binder asphalt cement (AC-20) coat with an application rate of 0.25 gallons per square yard prior to fabric placement. A 3/4 inch thick bituminous concrete overlay may be required in some localized cracked areas. A pavement overlay of a minimum 1 3/4 -inch of bituminous concrete (DelDOT Type C) surface course can then be placed over the entire pavement area.

In order to maintain curb reveal (along the sidewalk areas south and southwest of the parking lot) the milling of approximately 1 3/4 inches of the existing pavement bordering these areas should be considered.

- **Full-Depth Pavement Section Reconstruction (for isolated areas with moderate to severe deterioration or new pavement areas).** For both Option Nos. 1 and 2 described above, within the isolated areas where moderate to severe cracking and generally poor pavement conditions were observed, a full-depth pavement repair should be considered prior to wearing surface construction. The following pavement section is recommended for full-depth repair (note, the surface course depth and placement would be adjusted for Option Nos. 1 and 2).

2 inches	Bituminous Concrete Surface Course, DelDOT Type C
4 inches	Bituminous Concrete Base Course, DelDOT Type B
8 inches	Graded Aggregate Base Course, DelDOT Type B
	<u>Geotextile Fabric, Geotex 601 or equivalent</u>
14 inches	Total Depth

The non-woven geotextile fabric noted in the full-depth pavement repair section above will help maintain the integrity of the pavement base course aggregate and reduce pavement maintenance. The geotextile should be placed directly over prepared subgrade. Adjacent rows of fabric should be overlapped a minimum of 24 inches and placed in a stretched (no wrinkles) state.

- All pavement materials and construction should be in accordance with the Delaware Department of Transportation's (DelDOT's) "Standard Specifications for Construction and Materials, August 2016," or the most recent version.

9. SITE GRADING

Site grading should be designed to provide positive drainage away from the proposed construction area. Positive site drainage should be maintained throughout the construction activities.

10. ASSUMPTIONS

The structural loading considered in this evaluation should be verified by the project team prior to the completion of their design. If the proposed loading conditions vary from those considered herein, Duffield should be notified to possibly modify the recommendations provided herein as required.

CONSTRUCTION RECOMMENDATIONS

1. PROOFROLLING AND SUBGRADE PREPARATION

- At the start of construction, the addition areas should be stripped of all topsoil and existing fill, and rough excavated to proposed grades on natural site soils. The resulting excavations made by existing utility demolition or miscellaneous fill removal should be backfilled with structural fill, placed and compacted as recommended herein;
- Following rough grading and prior to footing excavation, placement of fill, or construction of floor slabs, it is recommended that the exposed subgrade in the building areas be proofrolled. The proofrolling should be performed using a minimum of two passes of a 10-ton static roller or a fully-loaded tandem dump truck in the presence of a qualified soils technician working under the supervision of a geotechnical engineer. The purpose of the proofrolling is to identify yielding subgrade conditions. The proposed construction area should be proofrolled at least 10 feet beyond the construction perimeters;
- Yielding subgrade conditions encountered within the proposed building areas should be undercut to firm, subgrade conditions, and backfilled with compacted structural fill placed in accordance with the recommendations of this report. If acceptable to the project's engineer, granular soils may also be densified in place. The subgrade review should confirm the consistency and texture of the exposed soils with the conditions encountered by this evaluation, as described herein; and
- In addition to proofrolling the proposed addition areas, proofrolling and subgrade preparation and review should be performed in parking lot areas, depending on the parking lot rehabilitation approach selected. If removal of the existing surface course in the parking lot is performed, a proofroll should be performed on the exposed pavement base course utilizing a 10-ton static roller in the presence of a qualified soils technician working under the supervision of a geotechnical engineer. The purpose of the proofrolling is to identify yielding subgrade conditions and determine if localized areas of full-depth pavement repair is necessary. For the pavement overlay option, pavement surface improvements as described in the Design Recommendations section of this report should be performed.

2. FOUNDATION SUBGRADE REVIEW

- All shallow foundations should be placed on firm, dry, non-frozen subgrade consisting of medium stiff or stiffer Stratum C silt or medium dense or denser Stratum D sand, or on structural fill, placed and compacted as recommended herein. Foundation excavations should be reviewed by a qualified technician working under the supervision of a geotechnical engineer who is familiar with the recommendations of this report; and
- If soft/loose or unsuitable subgrade conditions are encountered at the proposed building area depths, additional excavation should be performed until they are

uniformly encountered across the base of the foundation's excavation or, if acceptable to the project geotechnical engineer, the natural sand soils can be densified in place. Foundation undercut areas should be backfilled with structural fill as recommended herein.

3. RE-USE OF ON-SITE SOILS AS STRUCTURAL FILL

- On-site soils free of organic material, topsoil, miscellaneous fill, debris, and rock fragments in excess of 3 inches in their largest dimension may be suitable as structural fill;
- A majority of the on-site materials that will be available as fill from the excavations will consist of the shallow Stratum C fill and Stratum D sands. These soils, free of organics and debris are considered suitable for backfill, as long as the moisture content of the soils is within the range in which the specified compaction requirements can be achieved. The shallow soils observed in the test borings were generally observed to have moisture contents at range at which specified compaction requirements can be achieved; and
- If sufficient quantities of suitable on-site soils are not available for structural fill, imported borrow consisting of predominately granular soils conforming to the requirements of DelDOT Standard Specifications Borrow Type C (Backfill) should be utilized. AASHTO SP-57 stone could also be utilized as structural fill at locations, as recommended by the project engineer, and should be considered for localized, relatively deep fills such as foundation undercuts.

4. COMPACTION REQUIREMENTS

- Structural fill should be placed in loose lifts with a maximum thickness of 8 inches;
- Each lift of fill placed within the proposed building construction areas (defined as the area extending at least 5 feet beyond the foundation element perimeters) should be compacted to at least 95% of the maximum dry density, as determined by the Modified Proctor test (ASTM D 1557);
- Structural fill for site pavements and for utility trenches located outside of the proposed building construction areas should be compacted to at least 90% of the Modified Proctor maximum dry density;
- Structural fill placed in proposed landscaped areas should be compacted to at least 85% of the maximum dry density, and placed with a moisture content within 2% of the optimum moisture content, as determined by the Modified Proctor test; and
- The placement and compaction of structural fill should be monitored on a full-time basis by a qualified technician working under the supervision of a geotechnical engineer.

5. EXCAVATION SAFETY

All utility and foundation excavation should be performed in accordance with OSHA guidelines. Typically the silt soils of Stratum C can be characterized by OSHA CFR Part 1926 Excavation Standards as Type B soils. Typically granular soils observed in the fill (Stratum B) and Stratum D can be characterized by OSHA CFR Part 1926 Excavation Standards as Type C soils. Should it be required, all temporary sheeting, shoring, benching, and sloping should be designed by a qualified engineer registered in the State of Delaware.

6. PROTECTION OF SUBGRADE SOILS

If foundation excavations are left open, precipitation may result in the collection of water within the excavation. Provisions for removal of water by drainage or sumping are recommended. Subgrade soils disturbed by precipitation and construction traffic should be either scarified and re-compacted, or undercut and replaced with structural fill as previously recommended in this report.

7. GROUNDWATER CONTROL

Groundwater was observed at depths ranging from approximately 12.9 and 20.7 feet below the existing ground surface, corresponding to elevations ranging from approximately 36.1 to 39.1 feet (project datum) in the test borings performed during this evaluation. Based on the subsurface conditions encountered, regional groundwater conditions will likely be below the depth of typical shallow foundations depending on the final design elevations. However, if perched groundwater is encountered during excavation for foundations or utilities, localized sumping may be required. Wherever significant quantities of stormwater or groundwater are encountered during excavation, it may become necessary for the resulting excavation to be overexcavated by a minimum of 4 inches and backfilled with AASHTO SP 57 stone to facilitate sumping and protect the exposed subgrade during construction.

8. SUBSURFACE DATA

All contractors interested in bidding on phases of this work, which involve subsurface conditions, should be given full access to this report so that they can develop their own interpretations of the available data.

9. CONSTRUCTION REVIEW

It is recommended that the project budget include provisions for the cost for independent construction monitoring of the earthwork and foundation construction by a qualified engineering firm retained by the Owner, to review conformance of construction with the recommendations of the project geotechnical evaluation, as well as the project plans and specifications.

QUALIFICATIONS

The recommendations of this report have been prepared according to generally accepted soil and foundation engineering practice, and are based on the conditions encountered by the test borings and infiltration tests performed at the site. Although soil quality has been inferred from the interpolation of the sampling data, you should explicitly note that subsurface conditions beyond the test borings are, in fact, unknown. Should any conditions encountered during construction differ from those described in this report, this office should be notified immediately in order to review, and possibly modify these recommendations. This report applies solely to the size, type, and location of the structures described herein. In the event that changes are proposed, this report will not be considered valid unless the changes have been reviewed and the recommendations of this report modified and re-approved in writing by Duffield Associates, Inc.

ENCLOSURES

SITE LOCATION SKETCH

TEST BORING AND INFILTRATION TEST LOCATION SKETCH

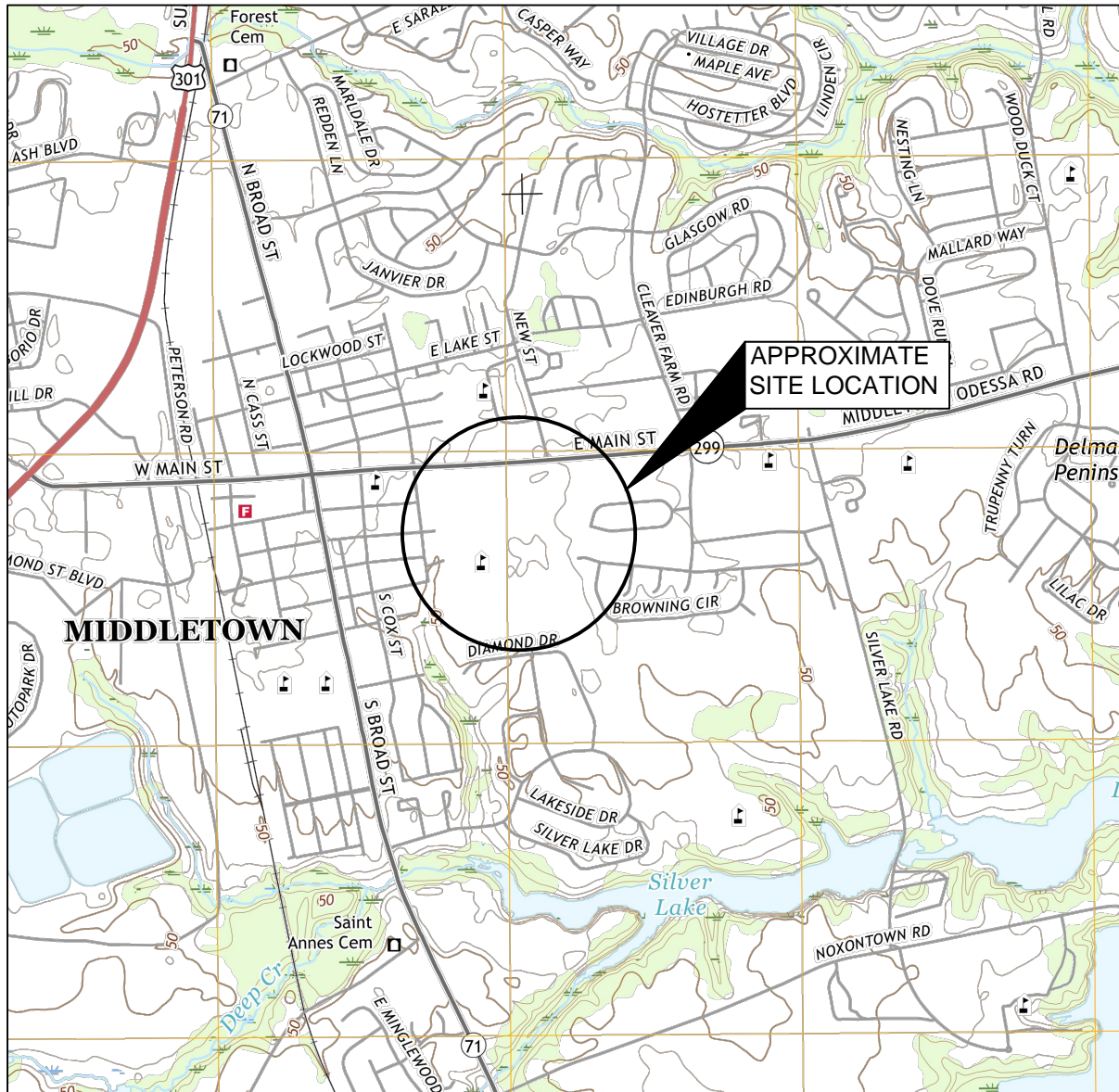
TEST BORING LOGS (8)

INFILTRATION TEST RESULTS

PARKING LOT CONDITION PHOTOGRAPHS (3)


GENERAL NOTES

SITE LOCATION SKETCH

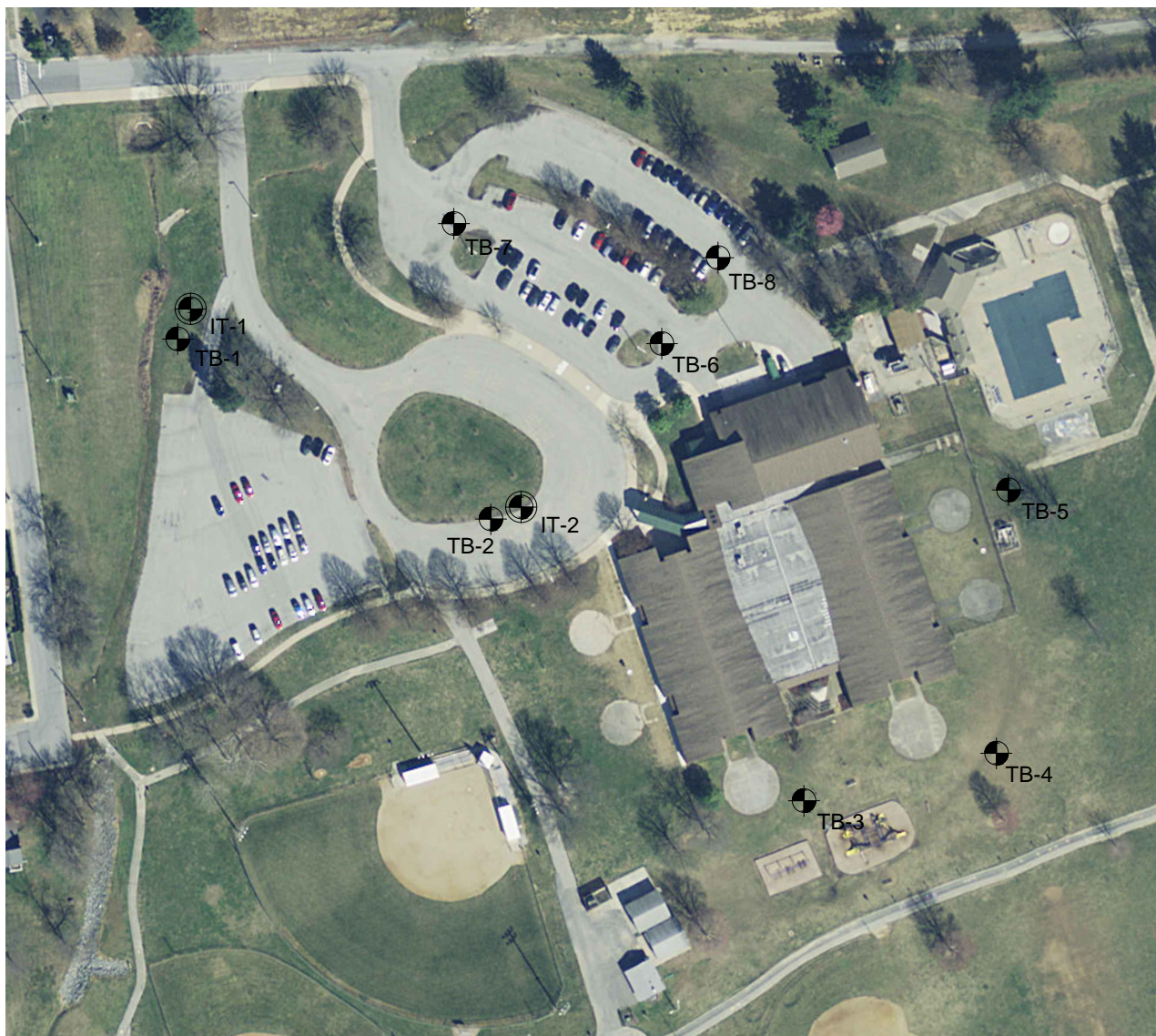


NOTE:

THIS SKETCH IS ADAPTED FROM 7.5 MINUTE SERIES U.S.G.S TOPOGRAPHIC MAPS TITLED "MIDDLETOWN, DE", DATED 2016.

DATE: 13 SEPTEMBER 2018	<div style="text-align: center;"> SITE LOCATION SKETCH SILVER LAKE ELEMENTARY 200 E. COCHRAN STREET MIDDLETOWN-NEW CASTLE COUNTY -DELAWARE </div>	DESIGNED BY: ARS	<div style="text-align: center;">  DUFFIELD ASSOCIATES <small>Soil, Water & the Environment</small> </div> <p> 5400 LIMESTONE ROAD WILMINGTON, DE 19808-1232 TEL. 302.239.6634 FAX 302.239.8485 </p> <p> OFFICES IN DELAWARE, MARYLAND PENNSYLVANIA AND NEW JERSEY </p> <p>E-MAIL: DUFFIELD@DUFFNET.COM</p>
SCALE: 1"=2000'		DRAWN BY: NGM	
PROJECT. NO. 11308.GD		CHECKED BY: ARS	
SHEET: FIGURE 1		FILE: A-11308GD-01	

TEST BORING AND INFILTRATION TEST LOCATION SKETCH



KEY:



TB-1

- APPROXIMATE LOCATION OF TEST BORING



IT-1

- APPROXIMATE LOCATION OF INFILTRATION TEST

NOTE:

THIS SKETCH IS ADAPTED FROM AERIAL IMAGERY PROVIDED BY THE DELAWARE ENVIRONMENTAL MONITORING & ANALYSIS CENTER, DATED 2012.

DATE:
13 SEPTEMBER 2018

SCALE:
1" = 150'

PROJECT. NO.
11308.GD

SHEET:
FIGURE 2

**TEST BORING AND INFILTRATION TEST
LOCATION SKETCH**

**SILVER LAKE ELEMENTARY
200 E. COCHRAN STREET**

MIDDLETOWN-NEW CASTLE COUNTY- DELAWARE

DESIGNED BY: ARS

DRAWN BY: NGM

CHECKED BY: ARS

FILE: A-11308GD-02



5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL. 302.239.6634
FAX 302.239.8485

OFFICES IN DELAWARE, MARYLAND
PENNSYLVANIA AND NEW JERSEY

E-MAIL: DUFFIELD@DUFFNET.COM

TEST BORING LOGS (8)









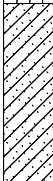






TEST BORING TB-1

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 21, 2018
Date Completed : August 21, 2018
Logged by : JLR
Weather : Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 52 feet

Depth in feet	Surf. Elev. 52 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded	 During Drilling							
0				TOPSOIL (± 6 inches)								
			ML	Brown, orange SILT, little to some fine to medium sand, trace gravel			S-1	5-5-6-9	1.2			
50				Brown SILT, little to some fine sand, trace medium sand, trace organics			S-2	11-11-14-13	1.3			
				Brown SILT, trace to little fine sand			S-3	4-6-6-8	0.5			
5			SC	Light brown fine to medium SAND, some clay, trace gravel, trace coarse sand (moist)			S-4	5-5-4-4	1.6			
				Light brown, light orange fine to medium SAND, little to some clay, trace coarse sand (moist)			S-5	3-5-8-16	1.5			
45			SP-SM	Light brown, orange medium SAND, little coarse sand, trace gravel, trace silt (moist)			S-6	16-18-19-15	1.1			
10				Brown, light brown medium SAND, little gravel, little coarse sand, trace silt (moist)			S-7	13-17-19-12	1.3			
				Brown, light brown fine to medium SAND, little gravel, little coarse sand, trace silt (wet)			S-8	8-7-7-5	1.6			
40												
15												
35												
20												
30												
25												
25												

NOTES:

- Test boring terminated at ± 16.0 feet below existing ground surface (b.e.g.s.).
- Water level through augers observed at ± 12.9 feet b.e.g.s. upon completion with augers at ± 14.0 feet b.e.g.s.
- Borehole backfilled with soil cuttings upon completion.
- Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.






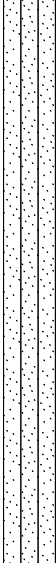





TEST BORING TB-2

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 21, 2018
Date Completed : August 21, 2018
Logged by : JLR
Weather : Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 56 feet

Station Agency: _____ Form: _____ Date: _____ Hour: _____												
Depth in feet	Surf. Elev. 56 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
				DESCRIPTION								
0				BITUMINOUS CONCRETE (± 4 inches)								
55				GRADED AGGREGATE (± 6 inches)								
				FILL: Light orange fine to medium sand, trace to little silt, trace gravel			S-1	6-8-9-9	1.3			
			SM	Light brown fine to medium SAND, some silt, trace coarse sand			S-2	16-18-20-32	1.5			
5				Light brown fine to medium SAND, some silt, trace coarse sand			S-3	11-26-23-13	1.1			
50				Light brown, orange fine to medium SAND, some silt, trace coarse sand (moist)			S-4	10-9-8-19	1.0			
				Dark orange fine to medium SAND, little coarse sand, little silt, trace gravel (moist)			S-5	22-21-20-16	1.5			
10				Light brown, dark brown, orange fine to medium SAND, little coarse sand, little silt, trace gravel (moist)			S-6	11-10-10-8	1.4			
45												
15												
40												
20												
35												
25												
30												

NOTES:

- Test boring terminated at ± 15.0 feet below existing ground surface (b.e.g.s.).
- Water level not observed during drilling.
- Borehole backfilled with soil cuttings upon completion and topped with asphalt cold-patch.
- Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.







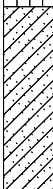










TEST BORING TB-3

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 21, 2018
Date Completed : August 21, 2018
Logged by : JLR
Weather : Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 56 feet

Depth in feet	Surf. Elev. 56 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL	
				 Remolded	 During Drilling								
				DESCRIPTION									
0				TOPSOIL (± 6 inches)									
55			ML	Light brown SILT, little to some fine sand, trace organics			S-1	7-8-6-7	1.6				
			SC	Light brown, orange fine to medium SAND, little to some clay, trace coarse sand, trace gravel			S-2	8-9-13-10	1.4				
5				Brown fine to medium SAND, some clay, trace coarse sand			S-3	7-8-7-9	2.0	13.5	34.8		
50			SP-SC	Brown, orange fine to medium SAND, trace clay, trace coarse sand, trace gravel (moist)			S-4	15-12-14-14	1.8				
				Light brown, orange medium SAND, trace to little clay, trace coarse sand, trace gravel (moist)			S-5	16-17-17-15	2.0				
10													
45				Light brown medium SAND, little coarse sand, trace clay (moist)			S-6	16-13-12-11	1.5				
15			SM										
40				Orange, brown, dark red fine to medium SAND, little silt, trace gravel, trace coarse sand (moist)			S-7	13-14-14-17	1.2				
20													
35				Brown, orange fine to medium SAND, some gravel, trace to little silt, trace coarse sand (wet)			S-8	4-6-9-15	0.6				
25													
30													

NOTES:

- Test boring terminated at ± 25.0 feet below existing ground surface (b.e.g.s.).
- Wet-on-spoon conditions observed at ± 23.0 feet b.e.g.s.
- Water level through augers observed at ± 19.9 feet b.e.g.s. upon completion with augers at ± 23.0 feet b.e.g.s.
- Borehole backfilled with soil cuttings upon completion.

- Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).
- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.





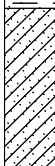

















TEST BORING TB-4

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 21, 2018
Date Completed : August 21, 2018
Logged by : JLR
Weather : Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 56 feet

Depth in feet	Surf. Elev. 56 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL	
				 Remolded	 During Drilling								
				DESCRIPTION									
0				TOPSOIL (± 6 inches)									
55			SC	Orange, brown medium SAND, little to some clay, little coarse sand, trace gravel (moist)			S-1	8-11-14-15	1.5				
				Orange, light brown fine to medium SAND, little to silt, trace coarse sand (moist)			S-2	6-8-9-8	1.4	12.2	14.7		
5			SP-SM	Light brown medium SAND, little coarse sand, trace silt, trace gravel (moist)			S-3	10-13-15-15	2.0				
50				Orange medium SAND, little coarse sand, trace silt, trace gravel (moist)			S-4	8-9-12-11	1.7				
				Orange, light brown medium SAND, little gravel, trace coarse sand, trace silt			S-5	9-10-11-11	1.5				
10													
45													
15			SM	Orange, brown medium SAND, little gravel, little coarse sand, trace silt			S-6	12-11-13-13	1.4	9.2	9.5		
40													
20			SM	Brown, dark orange fine to medium SAND, little to some silt, little coarse sand, trace gravel			S-7	21-25-29-21	1.8				
35													
25			SP-SM	Orange medium SAND, trace to little silt, trace gravel, trace coarse sand			S-8	11-7-3-9	1.4				
30													

NOTES:

1. Test boring terminated at ± 25.0 feet below existing ground surface (b.e.g.s.).
2. Water level through augers observed at ± 23.0 feet b.e.g.s. upon completion with augers at ± 23.0 feet b.e.g.s.
3. Borehole backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

5. Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.

TEST BORING TB-5

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 21, 2018
Date Completed : August 21, 2018
Logged by : JLR
Weather : Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 58 feet

Division Agency: 1. Unit: 2. Sub-Unit: 3. Section: 4. Sub-Section: 5. Station: 6. Sub-Station: 7. Sub-Sub-Station: 8. Sub-Sub-Sub-Station: 9. Sub-Sub-Sub-Sub-Station: 10. Sub-Sub-Sub-Sub-Sub-Station: 11. Sub-Sub-Sub-Sub-Sub-Sub-Station: 12. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 13. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 14. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 15. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 16. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 17. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 18. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 19. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 20. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 21. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 22. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 23. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 24. Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Sub-Station: 25. Sub-Station: 26. Sub-Station: 27. Sub-Station: 28. Sub-Station: 29. Sub-Station: 30. Sub-Station: 31. Sub-Station: 32. Sub-Station: 33. Sub-Station: 34. Sub-Station: 35. Sub-Station: 36. Sub-Station: 37. Sub-Station: 38. Sub-Station: 39. Sub-Station: 40. Sub-Station: 41. Sub-Station: 42. Sub-Station: 43. Sub-Station: 44. Sub-Station: 45. Sub-Station: 46. Sub-Station: 47. Sub-Station: 48. Sub-Station: 49. Sub-Station: 50. Sub-Station: 51. Sub-Station: 52. Sub-Station: 53. Sub-Station: 54. Sub-Station: 55. Sub-Station: 56. Sub-Station: 57. Sub-Station: 58. Sub-Station: 59. Sub-Station: 60. Sub-Station: 61. Sub-Station: 62. Sub-Station: 63. Sub-Station: 64. Sub-Station: 65. Sub-Station: 66. Sub-Station: 67. Sub-Station: 68. Sub-Station: 69. Sub-Station: 70. Sub-Station: 71. Sub-Station: 72. Sub-Station: 73. Sub-Station: 74. Sub-Station: 75. Sub-Station: 76. Sub-Station: 77. Sub-Station: 78. Sub-Station: 79. Sub-Station: 80. Sub-Station: 81. Sub-Station: 82. Sub-Station: 83. Sub-Station: 84. Sub-Station: 85. Sub-Station: 86. Sub-Station: 87. Sub-Station: 88. Sub-Station: 89. Sub-Station: 90. Sub-Station: 91. Sub-Station: 92. Sub-Station: 93. Sub-Station: 94. Sub-Station: 95. Sub-Station: 96. Sub-Station: 97. Sub-Station: 98. Sub-Station: 99. Sub-Station: 100. Sub-Station: 101. Sub-Station: 102. Sub-Station: 103. Sub-Station: 104. Sub-Station: 105. Sub-Station: 106. Sub-Station: 107. Sub-Station: 108. Sub-Station: 109. Sub-Station: 110. Sub-Station: 111. Sub-Station: 112. Sub-Station: 113. Sub-Station: 114. Sub-Station: 115. Sub-Station: 116. Sub-Station: 117. Sub-Station: 118. Sub-Station: 119. Sub-Station: 120. Sub-Station: 121. Sub-Station: 122. Sub-Station: 123. Sub-Station: 124. Sub-Station: 125. Sub-Station: 126. Sub-Station: 127. Sub-Station: 128. Sub-Station: 129. Sub-Station: 130. Sub-Station: 131. Sub-												
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NOTES:

- Test boring terminated at ± 25.0 feet below existing ground surface (b.e.g.s.).
- Wet-on-spoon conditions observed at ± 23.0 feet b.e.g.s.
- Water level through augers observed at ± 19.7 feet b.e.g.s. upon completion with augers at ± 23.0 feet b.e.g.s.
- Borehole backfilled with soil cuttings upon completion.

- Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).
- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.






TEST BORING TB-6

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 22, 2018
Date Completed : August 22, 2018
Logged by : JLR
Weather : Partly Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 55 feet

Project Agency: _____												
Depth in feet	Surf. Elev. 55 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
0	55			BITUMINOUS CONCRETE (± 4.25 inches) GRADED AGGREGATE (± 3.5 inches)								
				FILL: Gray medium to coarse sand, some gravel, little silt			S-1	28-32-24-20	0.9			
				FILL: Gray, brown medium to coarse sand, little gravel, trace silt			S-2	16-18-22-25	0.5			
5	50											
10	45											
15	40											
20	35											
25	30											

NOTES:

- Test boring terminated at ± 5.0 feet below existing ground surface (b.e.g.s.).
- Water level not observed during drilling.
- Borehole backfilled with soil cuttings upon completion and topped with asphalt cold-patch.
- Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.









TEST BORING TB-7

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 22, 2018
Date Completed : August 22, 2018
Logged by : JLR
Weather : Partly Cloudy, 70s
Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50
Drilling Methods : SPT (HSA, ASTM D 1586)
Surface Elevation : 54 feet

Depth in feet	Surf. Elev. 54 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
				DESCRIPTION								
0				BITUMINOUS CONCRETE (± 4.25 inches)			S-1	28-12-13-22	1.0	12.8	47.7	
				GRADED AGGREGATE (± 3 inches)								
				FILL: Gray, brown, orange medium to coarse sand and silt, trace gravel			S-2	16-21-22-20	1.1			
50				FILL: Orange, brown medium sand, some clay, trace gravel, trace coarse sand								
5												
45												
10												
40												
15												
35												
20												
30												
25												

NOTES:

- Test boring terminated at ± 5.0 feet below existing ground surface (b.e.g.s.).
- Water level not observed during drilling.
- Borehole backfilled with soil cuttings upon completion and topped with asphalt cold-patch.
- Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.

TEST BORING TB-8

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : August 22, 2018

Date Completed : August 22, 2018

Logged by : JLR






Weather : Partly Cloudy, 70s

Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : ATV-Mounted Diedrich D-50

Drilling Methods : SPT (HSA, ASTM D 1586)

Surface Elevation : 55 feet

Depth in feet	Surf. Elev. 55 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
				DESCRIPTION								
0	55			BITUMINOUS CONCRETE (± 3.75 inches)			S-1	26-15-7-11	0.5	12.1	36.5	
				GRADED AGGREGATE (± 4 inches)								
				FILL: Dark orange, brown fine to medium sand and silt, little coarse sand, trace gravel								
			SM	Orange medium SAND, little silt, little coarse sand, trace gravel			S-2	13-21-26-33	1.0			
5	50											
10	45											
15	40											
20	35											
25	30											

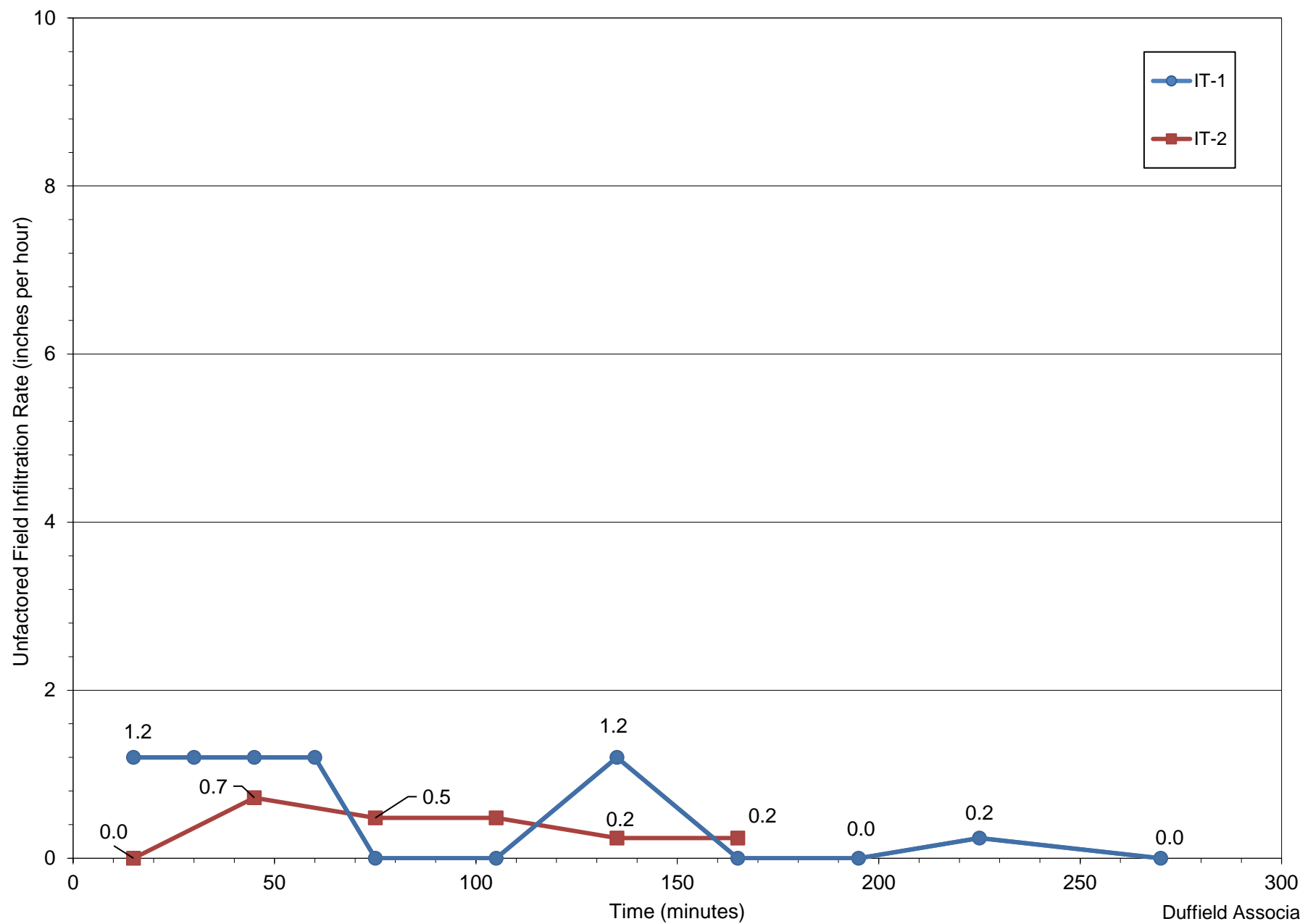
NOTES:

- Test boring terminated at ± 5.0 feet below existing ground surface (b.e.g.s.).
- Water level not observed during drilling.
- Borehole backfilled with soil cuttings upon completion and topped with asphalt cold-patch.
- Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

- Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.

INFILTRATION TEST RESULTS



PARKING LOT CONDITION PHOTORGRAPHS (3)



Photo 1 – Isolated alligator cracking in parking lot area



Photo 2 – Isolated cracking and surface depression in parking lot area

Silver Lake Elementary
200 E. COCHRAN STREET
MIDDLETOWN, DELAWARE
Photo Page 1 of 3



DUFFIELD
ASSOCIATES
Soil, Water & the Environment

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E-MAIL: duffield@duffnet.com

Project No. 11308.GD

Date: September 2018

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Photo 3 – Isolated alligator cracking in parking lot area



Photo 4 – Isolated alligator cracking in parking lot area

Silver Lake Elementary
200 E. COCHRAN STREET
MIDDLETOWN, DELAWARE
Photo Page 2 of 3



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Photo 5 – Isolated alligator cracking and rutting in parking lot area



Photo 6 – Close up of cracking pavement deterioration from Photo 5 above

Silver Lake Elementary
200 E. COCHRAN STREET
MIDDLETOWN, DELAWARE
Photo Page 3 of 3



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GENERAL NOTES

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VISUAL UNIFIED CLASSIFICATIONS: The soil samples are described by color, major constituent, modifiers (by percentage), and density (or consistency). Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a No. 200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a No. 200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are noncohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their strength or consistency and their plasticity.

The Unified Soil Classification symbols are:

COARSE GRAINED SOILS

GW - Well graded gravels
 GP - Poorly graded gravels
 GM - Silty gravels
 GC - Clayey gravels
 SW - Well graded sands
 SP - Poorly graded sands
 SM - Silty sands
 SC - Clayey sands

FINE GRAINED SOILS

ML - Silts of low plasticity
 CL - Clays of low to medium plasticity
 OL - Organic silt clays of low plasticity
 MH - Silts of high plasticity
 CH - Clays of high plasticity
 OH - Organic silt clays of high plasticity
 PT - Peat and highly organic soils

SIZE DESCRIPTION

F - Fine
 M - Medium
 C - Coarse
 G - Gravel

MODIFIERS (PERCENTAGE)

Tr - Trace	1 - 10%
Ltl - Little	11 - 20%
Some	21 - 35%
& - And	36 - 50%

COLOR

Or - Orange	Blk - Black	Vc - Varicolored
Yel - Yellow	Gr - Gray	Dk - Dark
Br - Brown	R - Red	Lt - Light

DENSITY: COARSE GRAINED SOILS

Very loose	4 blows/ft or less
Loose	5 to 10 blows/ft
Medium	11 to 30 blows/ft
Dense	31 to 50 blows/ft
Very Dense	51 blows/ft or more

CONSISTENCY: FINE GRAINED SOILS

Very soft	2 blows/ft or less
Soft	3 to 4 blows/ft
Medium	5 to 8 blows/ft
Stiff	9 to 15 blows/ft
Very stiff	16 to 30 blows/ft
Hard	31 blows/ft or more

NOTE: The Standard Penetration Test "N" value is the number of blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler, except where otherwise noted.



January 28, 2019

Via Electronic Mail

Mr. Robert Hershey
Appoquinimink School District
118 S. Sixth Street
P.O. Box 4010
Odessa, DE 19730

RE: Project No. 11308.CA/GD
Addendum 1 – West Parking Lot Pavement
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware

Dear Mr. Hershey:

In accordance with our Addendum 1, dated January 8, 2019, Duffield Associates, Inc. (Duffield) has prepared this report to summarize our field program performed in the west parking lot at the Silver Lake Elementary School.

Duffield previously performed a geotechnical evaluation at the Silver Lake Elementary School related to proposed building additions and stormwater management, as well as rehabilitation of the north-east parking lot area. The results of this evaluation are summarized in our report dated September 13, 2018 (Duffield Project No. 11308.GD). This Addendum 1 report should be considered a supplement to the September 2018 evaluation.

FIELD PROGRAM

On January 21, 2019, Duffield performed a visual conditions assessment of the bituminous cement concrete (BCC) paved east parking lot. As part of this assessment, two Standard Penetration Test (SPT) borings were performed in the parking lot area at the school to depths of approximately 5 feet below the existing grade (TB-9 and TB-10). Prior to performing the SPT borings, coring was performed on the pavement to review the thickness and condition of the bituminous cement concrete and graded aggregate subbase.

Following completion of drilling, the boreholes were backfilled with soil cuttings and topped with asphalt cold-patch. Additional settlement and softening of the soil replaced in the boreholes may occur, resulting in a depression or hole in the ground surface. Consequently, future maintenance and restoration may be required.

The approximate locations are indicated on the enclosed Test Boring Location Sketch. Test boring logs, which describe the conditions observed during the field exploration program, are enclosed.

SUBSURFACE CONDITIONS

The subgrade soils beneath the BCC pavement section in the two sampling locations were observed to consist of natural sand soil which may have been reworked during grading activities prior to the parking lot construction. Based on the SPT blow counts, the subgrade appeared to be generally loose to medium dense.

Groundwater or seepage conditions were not encountered during performance of the test borings, however groundwater was observed in four of the test borings performed at the site during the referenced previously evaluation at depths ranging between approximately 12.9 and 20.7 feet below the existing ground surface, corresponding to elevations ranging from approximately 36.1 to 39.1 feet (project datum).

The following pavement section thicknesses were observed:

LOCATION	OBSERVED SURFACE BCC COURSE (INCHES)	OBSERVED BASE BCC COURSE (INCHES)	OBSERVED GRADED AGGREGATE SUBBASE (INCHES)
TB-9	¾	2 ¼	4
TB-10	1 ¾	3	4

The subgrade immediately beneath the graded aggregate subbase generally consisted of dense granular fill material. Granular soils generally correspond to American Association of State Highway and Transportation Officials (AASHTO) classification A-2 and A-3, which are considered “excellent to good” subgrade soils. “Excellent to good” soils are considered better draining and less frost susceptible materials than fine-grain “fair to poor” subgrade materials.

Duffield observed the pavement appeared to generally be oxidized, which is typical for older pavement areas. Oxidation causes the components in the asphalt to breakdown over time. As a result, the pavement is less adhesive and ductile. This is evidenced by the fading of the pavement surface from black to gray. As pavement becomes less flexible, cracking and surface deterioration increases.

DISCUSSION

In general, Duffield observed the parking lot pavement to be moderately deteriorated and in fair to poor condition. Localized areas of severe “alligator” cracking (i.e., irregular and connected cracking) as well as isolated longitudinal and transverse cracks were observed. Some localized depressions and potholes were also observed. Photographs enclosed herein indicate some observed cracking and deterioration. The pavement is near the end of its useful service life.

In the September 2018 geotechnical evaluation report, Duffield provided several pavement rehabilitation options for the north-east parking lot area. The options discussed in the report included a partial pavement reconstruction (mill and overlay) which would involve removal and replacement of the surface course. A second recommended option was for a pavement overlay without removal of the surface course. This option would involve placement of a geotextile/asphalt cement pavement system prior to construction of the new surface course to provide a reinforcement layer to waterproof the existing pavement and minimize reflective cracking. The third option discussed included a full-depth pavement repair for areas experiencing moderate to severe deterioration.

It is Duffield’s opinion that the pavement repair options discussed in the September 13, 2018 report would be consistent with repair approaches for the west parking lot. Full-depth repairs may be required in localized areas of severe alligator cracking and potholes were observed.

We appreciate the opportunity to be of continued service to you. If you have any questions concerning the enclosed or require further information, please do not hesitate to contact us.

Very truly yours,

DUFFIELD ASSOCIATES, INC.



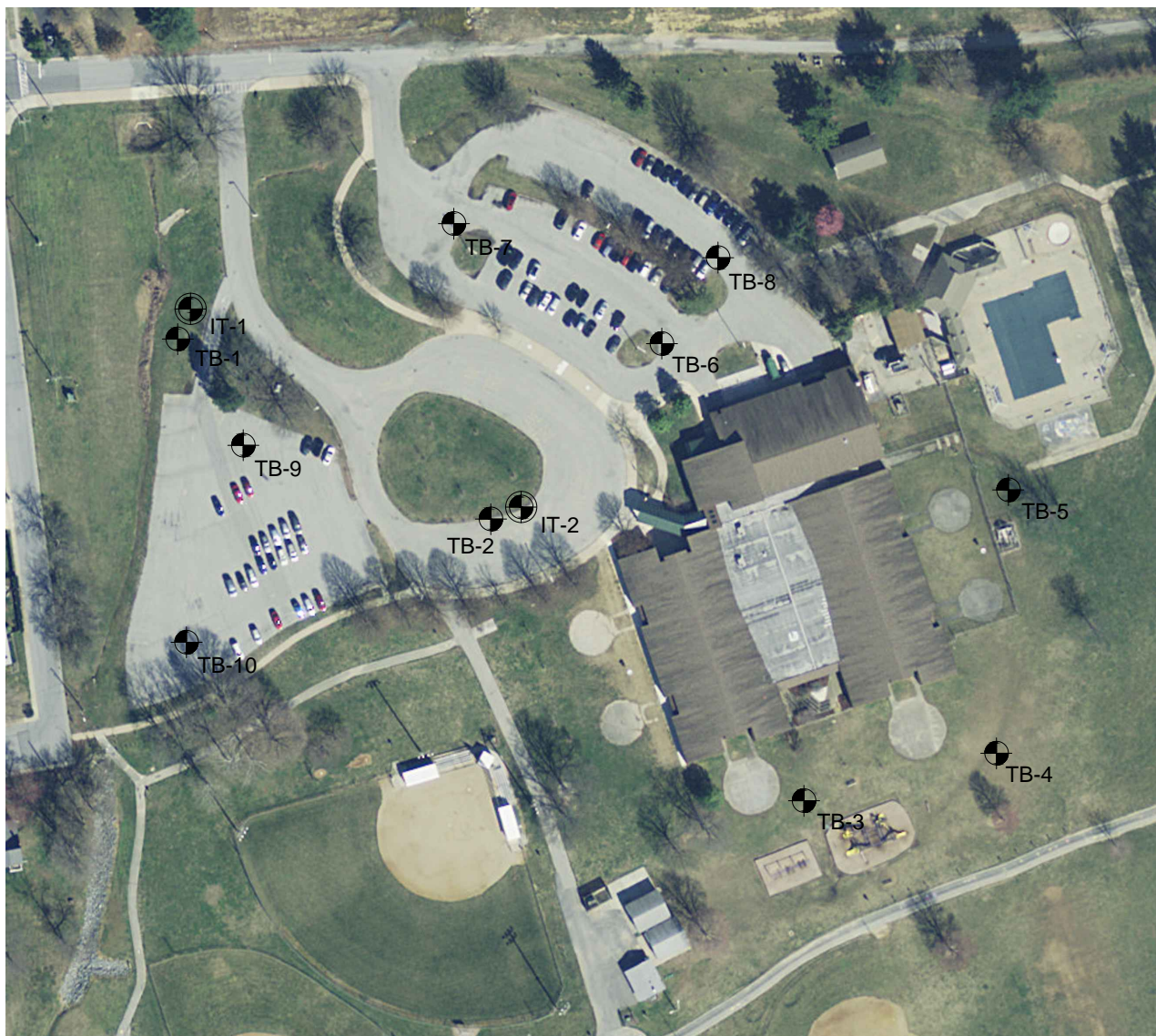
Alison R. Schoch, P.E.
Geotechnical Engineer



James F. Cloonan, P.E., LEED AP
Senior Consultant

ARS/JFC:bac
11308CAGD.0119-SILVER LAKE ELEM PARKING LOT.RPT

Enclosures: Test Boring and Infiltration Test Location Sketch
Test Boring Logs (2)
Parking Lot Condition Photographs (4)
General Notes



KEY:



TB-1

- APPROXIMATE LOCATION OF TEST BORING



IT-1

- APPROXIMATE LOCATION OF INFILTRATION TEST

NOTE:

THIS SKETCH IS ADAPTED FROM AERIAL IMAGERY PROVIDED BY THE DELAWARE ENVIRONMENTAL MONITORING & ANALYSIS CENTER, DATED 2012.

DATE:
28 JANUARY 2019

SCALE:
1" = 150'

PROJECT. NO.
11308.CA/GD

SHEET:
FIGURE 1

TEST BORING LOCATION SKETCH

**SILVER LAKE ELEMENTARY
200 E. COCHRAN STREET**

MIDDLETOWN-NEW CASTLE COUNTY- DELAWARE

DESIGNED BY: ARS

DRAWN BY: NGM

CHECKED BY: ARS

FILE: A-11308GD-02



5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL. 302.239.6634
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OFFICES IN DELAWARE, MARYLAND
PENNSYLVANIA AND NEW JERSEY

E-MAIL: DUFFIELD@DUFFNET.COM

TEST BORING TB-9

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : January 21, 2019

Date Completed : January 21, 2019

Logged by : ARS





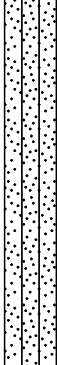
Weather : Clear, 10s

Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : Truck-Mounted Diedrich D-50

Drilling Methods : SPT (HSA, ASTM D 1586)

Surface Elevation : 52.5 feet

Project Agency: _____												
Depth in feet	Surf. Elev. 52.5 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
0				BITUMINOUS CONCRETE (± 3 inches)								
52				GRADED AGGREGATE (± 4 inches)								
2			SM	Brown fine to medium SAND, some silt, trace coarse sand (moist)		S-1	5-3-5-7	2.0				
50				Orange-brown medium SAND, little silt, trace coarse sand (moist)		S-2	11-10-5-4	2.0				
4												
48												
6												
46												
8												
44												
10												
42												
12												
40												
14												
38												

NOTES:

1. Test boring terminated at ± 5.0 feet below existing ground surface (b.e.g.s.).
2. Water level not observed during drilling.
3. Borehole backfilled with soil cuttings upon completion and topped with asphalt cold-patch.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice

for Description and Identification of Soils (Visual-Manual Procedure).

5. Existing ground surface elevation estimated from drawing titled "Aerial Exhibit, Silver Lake Elementary School," prepared by Duffield Associates, Inc., marked "Preliminary, Not for Construction," dated December 13, 2016.

TEST BORING TB-10

(Page 1 of 1)

Geotechnical Evaluation
Silver Lake Elementary School
200 E. Cochran Street
Middletown, Delaware
Project No. 11308.GD

Date Started : January 21, 2019

Date Completed : January 21, 2019

Logged by : ARS






Weather : Clear, 10s

Driller/Agency : M. Lyons/CGC Geoservices, LLC

Drilling Equipment : Truck-Mounted Diedrich D-50

Drilling Methods : SPT (HSA, ASTM D 1586)

Surface Elevation : 52 feet

Depth in feet	Surf. Elev. 52 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
0	52			BITUMINOUS CONCRETE (± 4.75 inches)								
				GRADED AGGREGATE (± 4 inches)								
2	50		SM	Dark brown, orange fine to medium SAND, some silt, trace coarse sand (moist)		S-1	10-5-13-16	2.0				
4	48			Brown, orange-brown fine to medium SAND, little to some silt, trace coarse sand (moist)		S-2	14-18-16-13	2.0				
6	46											
8	44											
10	42											
12	40											
14	38											

NOTES:

- Test boring terminated at ± 5.0 feet below existing ground surface (b.e.g.s.).
- Water level not observed during drilling.
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Photo 1 – Isolated cracks observed throughout majority of parking lot area



Photo 2 – moderate to severe alligator cracking and rutting along south end of west parking lot

Silver Lake Elementary
200 E. COCHRAN STREET
MIDDLETOWN, DELAWARE
Photo Page 1 of 4



DUFFIELD
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Soil, Water & the Environment

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Project No. 11308.CA/GD

Date: January 2019

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Photo 3 – potholes and moderate to severe cracking along west side of parking lot



Photo 4 – severe alligator cracking near parking lot entrance

Silver Lake Elementary
200 E. COCHRAN STREET
MIDDLETOWN, DELAWARE
Photo Page 2 of 4



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Photo 5 – moderate to severe alligator cracking



Photo 6 – moderate to severe alligator cracking

Silver Lake Elementary
 200 E. COCHRAN STREET
 MIDDLETOWN, DELAWARE
 Photo Page 3 of 4



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Photo 7 – pothole and moderate to severe alligator cracking at parking lot access drive



Photo 8 – isolated cracking near apparent pavement joint in middle of parking lot

Silver Lake Elementary
 200 E. COCHRAN STREET
 MIDDLETOWN, DELAWARE
 Photo Page 4 of 4



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FINE GRAINED SOILS

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 CL - Clays of low to medium plasticity
 OL - Organic silt clays of low plasticity
 MH - Silts of high plasticity
 CH - Clays of high plasticity
 OH - Organic silt clays of high plasticity
 PT - Peat and highly organic soils

SIZE DESCRIPTION

F - Fine
 M - Medium
 C - Coarse
 G - Gravel

MODIFIERS (PERCENTAGE)

Tr - Trace	1 - 10%
Ltl - Little	11 - 20%
Some	21 - 35%
& - And	36 - 50%

COLOR

Or - Orange	Blk - Black	Vc - Varicolored
Yel - Yellow	Gr - Gray	Dk - Dark
Br - Brown	R - Red	Lt - Light

DENSITY: COARSE GRAINED SOILS

Very loose	4 blows/ft or less
Loose	5 to 10 blows/ft
Medium	11 to 30 blows/ft
Dense	31 to 50 blows/ft
Very Dense	51 blows/ft or more

CONSISTENCY: FINE GRAINED SOILS

Very soft	2 blows/ft or less
Soft	3 to 4 blows/ft
Medium	5 to 8 blows/ft
Stiff	9 to 15 blows/ft
Very stiff	16 to 30 blows/ft
Hard	31 blows/ft or more

NOTE: The Standard Penetration Test "N" value is the number of blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler, except where otherwise noted.

SoftDig #: 196150
Contract #: N/A
Dates: October 22 - October 25, 2019



EDiS Company
Silver Lake Elementary School
Middletown / New Castle County / DE

TEST HOLE TABULATION

TH #	DATE	ACTUAL SIZE, MATERIAL, TYPE OF UTILITY	OWNER	UTILITY CONDITION			REF. MARK ELEV. (Feet)	UTILITY TOP ELEV. (Feet)	UTILITY BOT ELEV. (Feet)	MEASURED TOP DEPTH (ft)	MEASURED BOT DEPTH (ft)	WIDTH (Inches)	BM #	BM ELEV. (Feet)	SURFACE/DEPTH			GENERALIZED SOIL TYPE				
				GOOD	POOR	OTHR									ASPH.	CONC.	SOIL	FILL	ROCK	SAND	CLAY	OTHR
1	10/22/2019	10" Black Metal Water Pipe	Silver Lk Elem Sch	X			57.35	53.63	N/A	3.72	N/A	N/A	SSMH	57.17			X				X	
2	10/22/2019	3" Green/Brown Metal Water Pipe	Silver Lk Elem Sch	X			57.32	53.27	N/A	4.05	N/A	N/A	SSMH	57.17			X				X	
3	10/22/2019	2 ½" Yellow Plastic Gas Pipe	Silver Lk Elem Sch	X			56.10	53.12	N/A	2.98	N/A	N/A	SSMH	57.17			X			X	X	
4	10/22/2019	No Utility Found; Cleared to 10', Could Not Locate Water Service															X				X	
5	10/22/2019	No Utility Found; Cleared to 6', Could Not Locate PVC Pipe For Clean Out															X				X	
6	10/22/2019	10" Gray Transite Water Main	Silver Lk Elem Sch	X			56.14	52.47	N/A	3.67	N/A	N/A	SSMH	57.17			X				X	
7	10/23/2019	2 ½" Yellow Plastic Gas Pipe	Silver Lk Elem Sch	X			54.98	52.57	N/A	2.41	N/A	N/A	SSMH	57.17			X				X	
8	10/23/2019	1 ½" Yellow Plastic Gas Pipe	Silver Lk Elem Sch	X			55.34	53.46	N/A	1.88	N/A	N/A	SSMH	57.17	3"						X	
9a	10/23/2019	4" Black Metal Communications Conduit	Silver Lk Elem Sch	X			55.52	51.23	N/A	4.29	N/A	N/A	SSMH	57.17			X		X		X	
9b	10/23/2019	(2) ½" Black Sight Lighting Cables (direct bury)	Silver Lk Elem Sch	X			55.52	52.81	N/A	2.71	N/A	N/A	SSMH	57.17					X		X	
10a	10/23/2019	1" Grey Plastic Sight Lighting Conduit	Silver Lk Elem Sch	X			55.65	54.03	N/A	1.62	N/A	N/A	SSMH	57.17			X		X		X	
10b	10/23/2019	(3) 1 ½" Black Electric Cables (direct bury)	Silver Lk Elem Sch	X			55.65	52.86	N/A	2.79	N/A	N/A	SSMH	57.17			X		X		X	
11	10/23/2019	(2) 2 ½" Orange Fiber Optic Conduits	Silver Lk Elem Sch	X			51.49	50.24	N/A	1.25	N/A	N/A	SSMH	55.30			X		X			
12	10/23/2019	½" Black Communications Cable (direct bury)	Silver Lk Elem Sch	X			51.88	50.69	N/A	1.19	N/A	N/A	SSMH	55.30			X		X			
13	10/24/2019	(3) 1" Black Electric Cables (direct bury)	Silver Lk Elem Sch	X			57.41	53.90	N/A	3.51	N/A	N/A	SSMH	55.30			X		X			
14	10/24/2019	(3) 1" Black Electric Cables (direct bury)	Silver Lk Elem Sch	X			55.38	51.67	N/A	3.71	N/A	N/A	SSMH	55.30			X		X			
15	10/24/2019	½" Black Communications Cable (direct bury)	Silver Lk Elem Sch	X			55.71	54.39	N/A	1.32	N/A	N/A	SSMH	55.30			X		X			
16	10/24/2019	(2) 2 ½" Orange Plastic Fiber Optic Conduits	Silver Lk Elem Sch	X			55.68	54.75	N/A	0.93	N/A	N/A	SSMH	55.30			X		X			
17	10/24/2019	(3) 1" Black Electric Cables (direct bury)	Silver Lk Elem Sch	X			55.17	52.14	N/A	3.03	N/A	N/A	SSMH	55.30			X		X			
18	10/24/2019	No Utility Found; Cleared to 8.0' on GPR Marks, Could Not Locate Water Pipe														X		X				
19	10/25/2019	6" Brown Concrete Sanitary Sewer Pipe	Silver Lk Elem Sch	X			56.93	48.77	N/A	8.16	N/A	N/A	SSMH	55.30			X		X		X	
20	10/25/2019	1" Black Metal Water Pipe	Silver Lk Elem Sch	X			54.00	51.22	N/A	2.78	N/A	N/A	SSMH	55.30			X		X		X	
21	10/25/2019	No Utility Found; Cleared to 10', Could Not Locate Storm pipe, Pipe Was Supposed to Turn or Tie Into Another Storm Pipe														X		X		X		
22	10/25/2019	6" Green Plastic Storm Pipe	Silver Lk Elem Sch	X			56.59	52.01	N/A	4.58	N/A	N/A	SSMH	55.30			X		X		X	
23	10/25/2019	6" Green Plastic Storm Pipe	Silver Lk Elem Sch	X			56.57	51.78	N/A	4.79	N/A	N/A	SSMH	55.30			X		X		X	
24	10/25/2019	6" Green Plastic Storm Pipe	Silver Lk Elem Sch	X			56.57	51.74	N/A	4.83	N/A	N/A	SSMH	55.30			X				X	
25	10/25/2019	(3) 1" Black Electric Cables (direct bury)	Silver Lk Elem Sch	X			54.07	50.43	N/A	3.64	N/A	N/A	SSMH	55.30	3"					X		



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Site and Location

SILVER LAKE ELEMENTARY SCHOOL

MIDDLETOWN, DE

Color Codes

- Electric Power lines, Cables, Conduit, and Lighting Cables
- Gas, Oil, Steam, Petroleum, or Gaseous Material
- Communication, Alarm or Signal Lines, Cables, Conduit, and Fiber Optic
- Potable Water and Fire Suppression
- Sewers, Drain Lines, and Force Mains
- Unknown/Unidentified Facilities
- D.O.T. Lines, ITMS, Traffic Signal, Tripwires

Symbols

- Site Light Pole
- Utility Pole
- Electric Transformer
- Gas Meter
- Gas PIV
- Clean Out
- Fire Hydrant
- Water Valve

Clarifications

ALL FIELD SKETCHES ARE NOT TO SCALE AND ARE FOR RELATIVE LOCATION PURPOSES ONLY. SOFTDIG EXERCISES ITS BEST PROFESSIONAL EXPERTISE & GEOPHYSICAL PROSPECTING TECHNIQUES TO DESIGNATE SUBSURFACE UTILITIES MARKED TO CONSTITUTE ALL UTILITIES WITHIN THE PROJECT AREA. PRIOR TO ACTUAL CONSTRUCTION, UTILITIES MUST BE SUBSURFACE LOCATED BY SOFTDIG AT POTENTIAL CONFLICT POINTS TO AVOID PERSONAL INJURY AND/OR DAMAGE.

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QUALITY LEVEL C: INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

UTILITIES DESIGNATED AS QL-C ARE REPRESENTED BY DASHED LINES. THESE MAY NOT HAVE CORRESPONDING FIELD MARKS. DEPTH READINGS SHOWN ARE ESTIMATIONS ONLY. THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE USED FOR DESIGN OR BASIS FOR CONSTRUCTION. CLIENTS RELYING ON INSTRUMENT READINGS DO SO AT THEIR OWN RISK. TRUE DEPTH IS ONLY OBTAINED BY EXPOSING THE UTILITY.

QUALITY LEVEL D: INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS

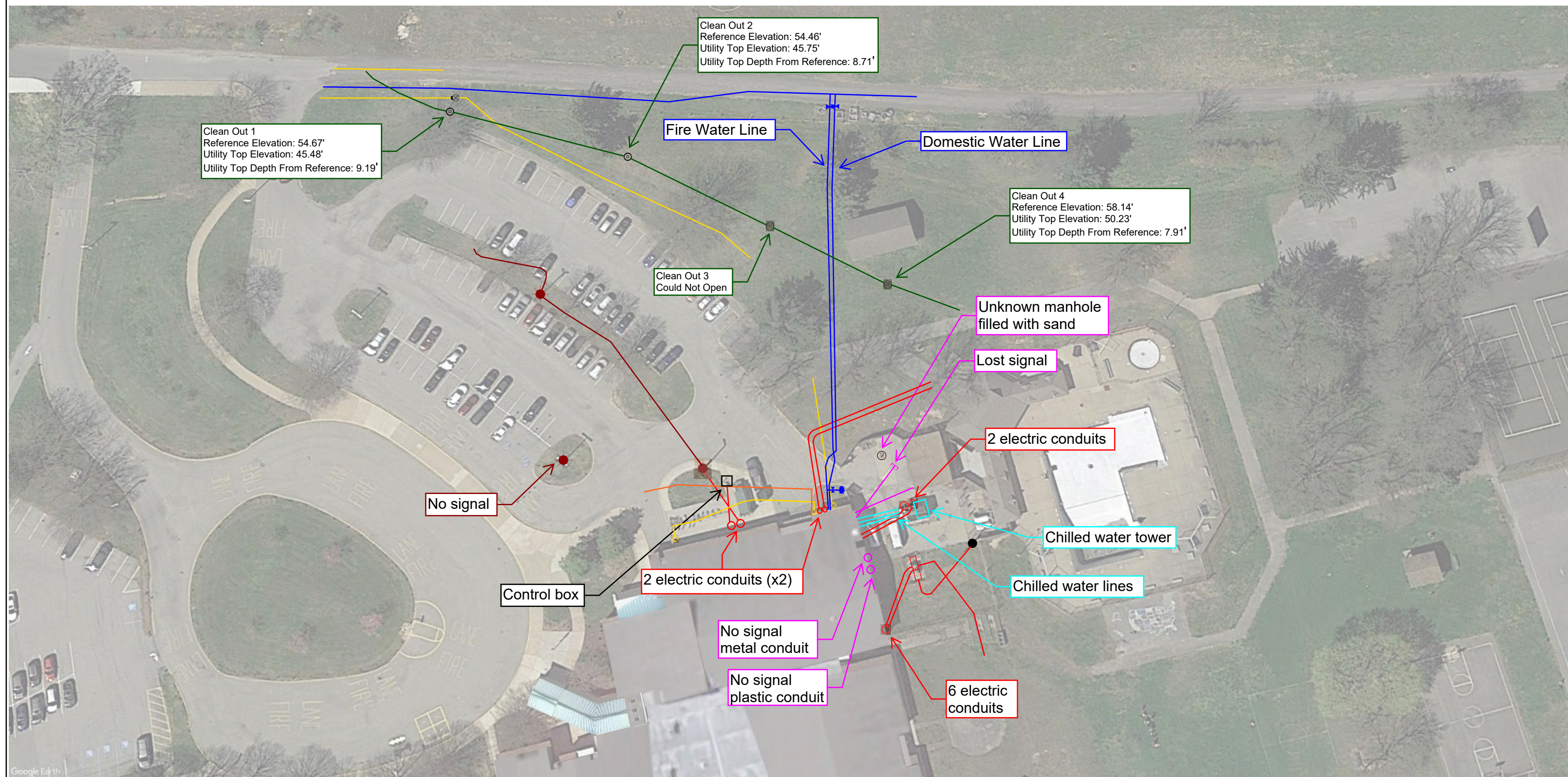
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- Communication, Alarm or Signal Lines, Cables, Conduit, and Fiber Optic
- Potable Water and Fire Suppression
- Sewers, Drain Lines, and Force Mains
- Unknown/Unidentified Facilities
- D.O.T. Lines, ITMS, Traffic Signal, Tripwires

Symbols

- Site Light Pole
- Communication Hand Box
- Catch Basin
- Roof Drain
- Sanitary Sewer Manhole
- Water Valve

Clarifications

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QUALITY LEVEL B: INFORMATION OBTAINED BY THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UTILITIES WITHIN THE PROJECT LIMITS. ALL UTILITIES SHOWN EXCEPT AS NOTED.

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QUALITY LEVEL D: INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS

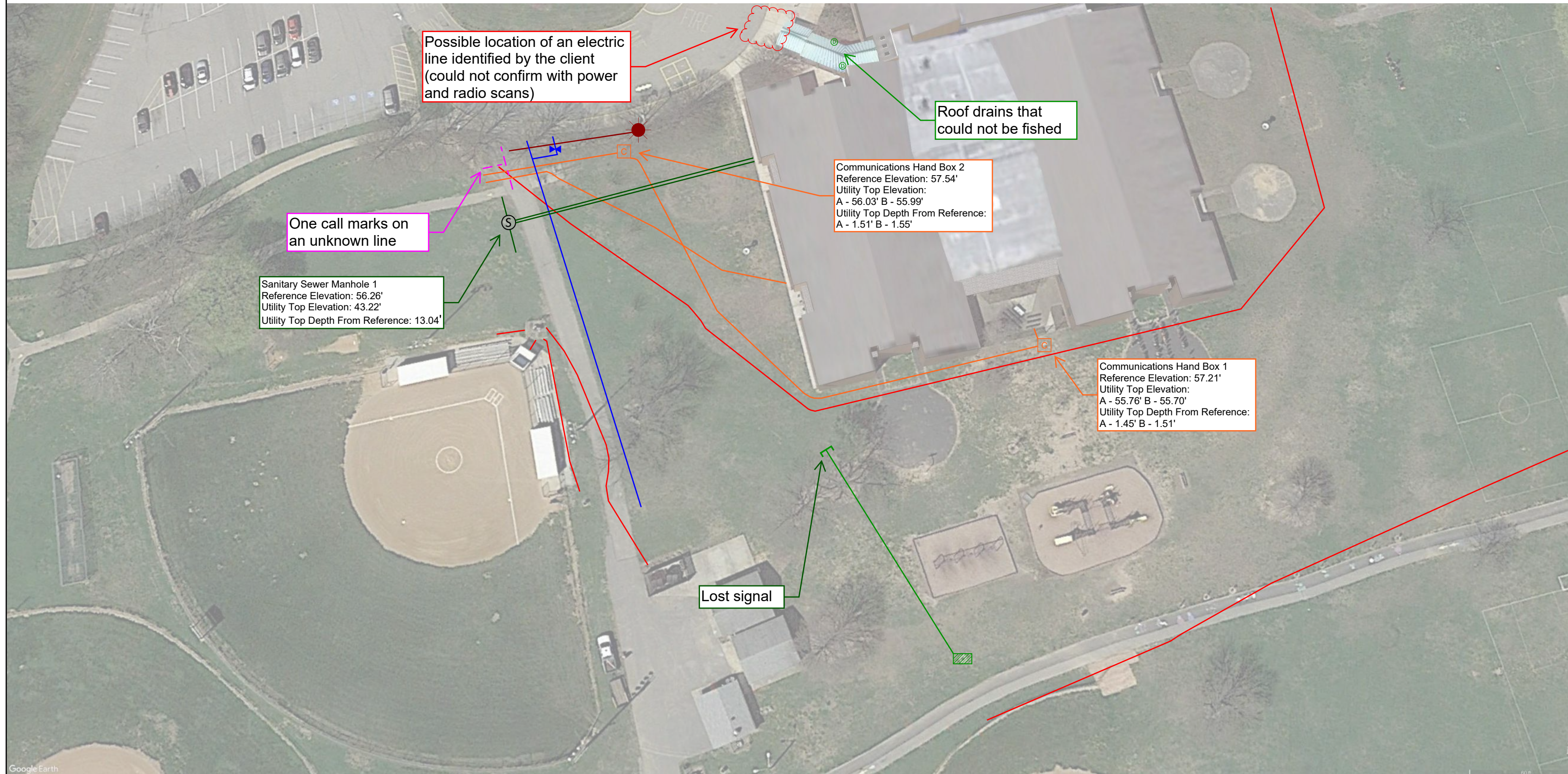
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Site and Location

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Color Codes

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- Potable Water and Fire Suppression
- Sewers, Drain Lines, and Force Mains
- Unknown/Unidentified Facilities
- D.O.T. Lines, ITMS, Traffic Signal, Tripwires

Symbols

- Site Light Pole
- Electric Transformer
- Utility Pole
- Communication Hand Box
- Catch Basin
- Culvert
- Sanitary Sewer Manhole
- Water Valve

Clarifications

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QUALITY LEVEL B: INFORMATION OBTAINED BY THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UTILITIES WITHIN THE PROJECT LIMITS. ALL UTILITIES SHOWN EXCEPT AS NOTED.

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QUALITY LEVEL D: INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS

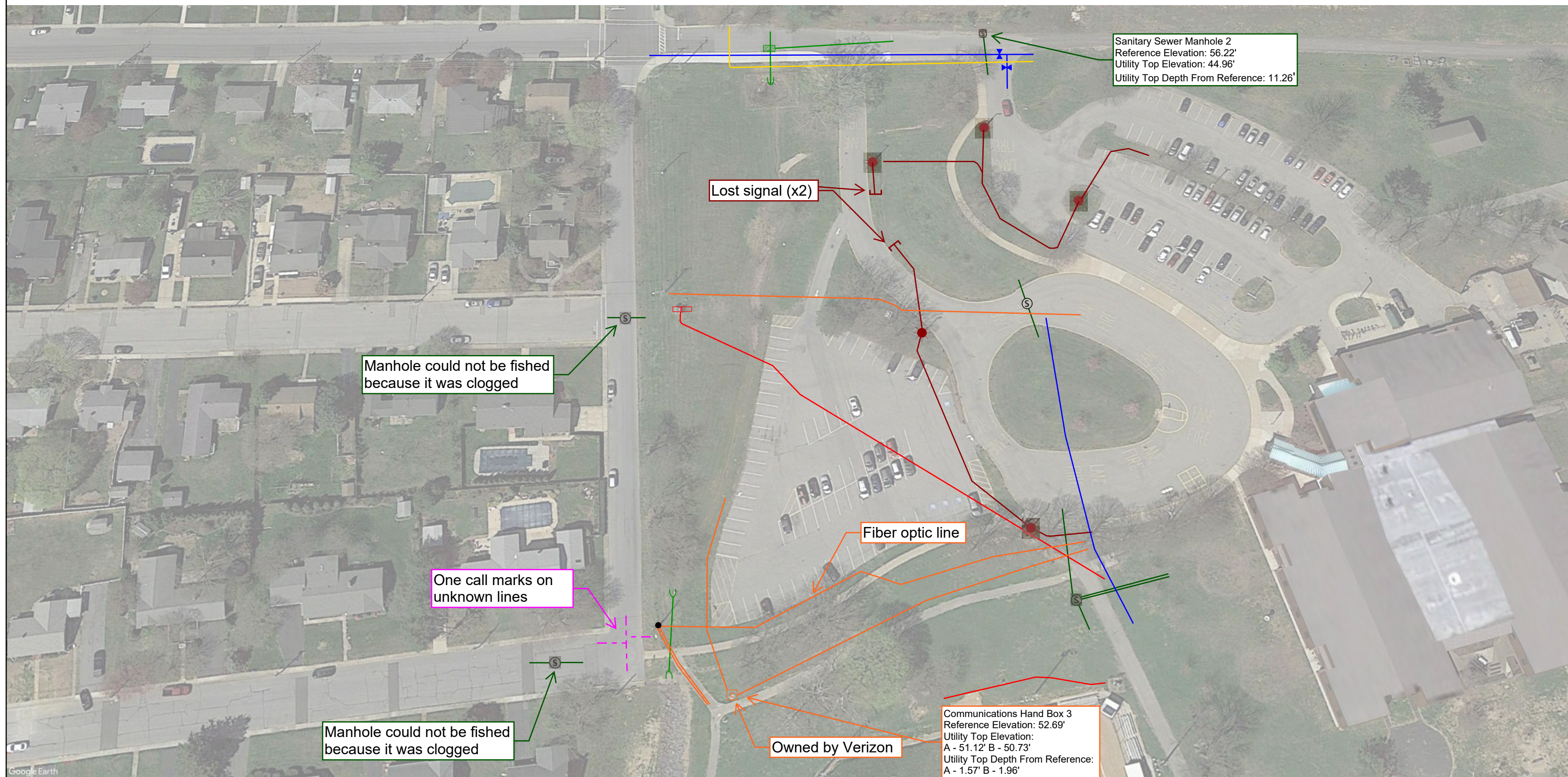
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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 1 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PAVILION AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 10" BLACK METAL WATER PIPE
UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: BLUE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐
TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐
PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 57.35'

2) UTILITY TOP ELEVATION 53.63'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.72'

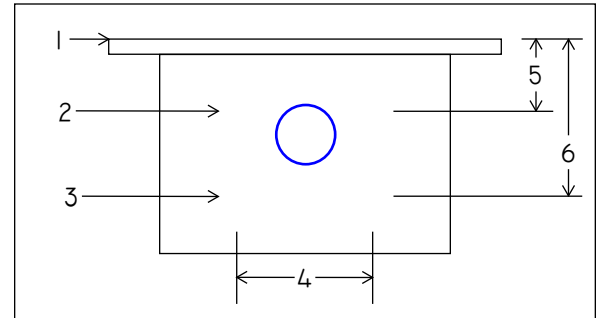
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

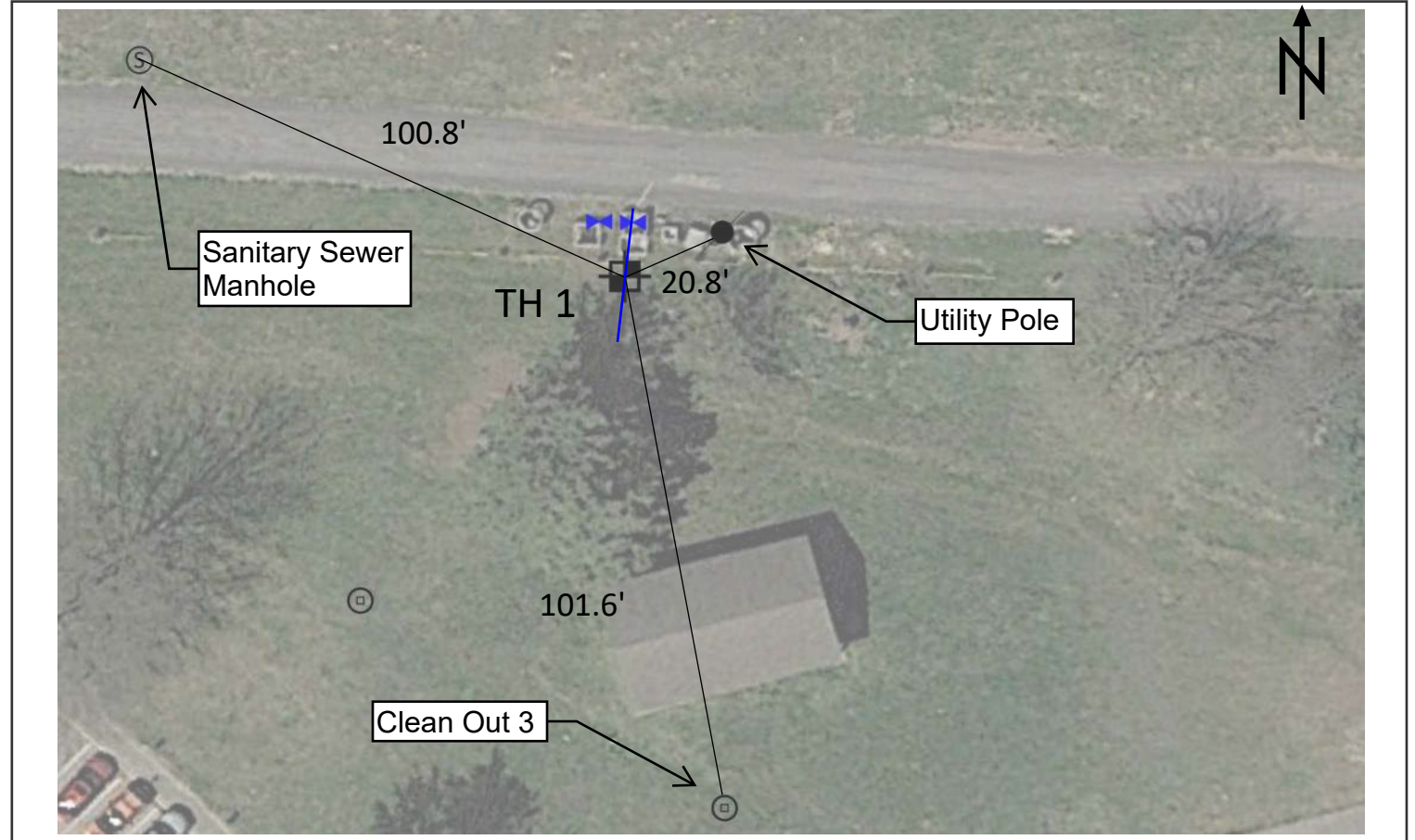
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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DATE: _____

SURFACE MARKINGS BY SOFTDIG OR OTHERS DO NOT
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VACUUM EXCAVATION DATA SHEET
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SOFTDIG PROJECT #: 196150 TEST HOLE #: 2 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PAVILION AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 3" GREEN/BROWN METAL WATER PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: BLUE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 57.32'

2) UTILITY TOP ELEVATION 53.27'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 4.05'

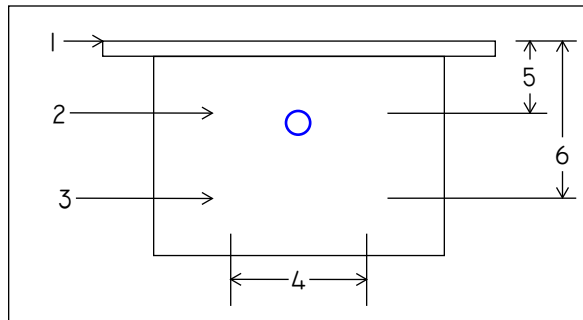
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

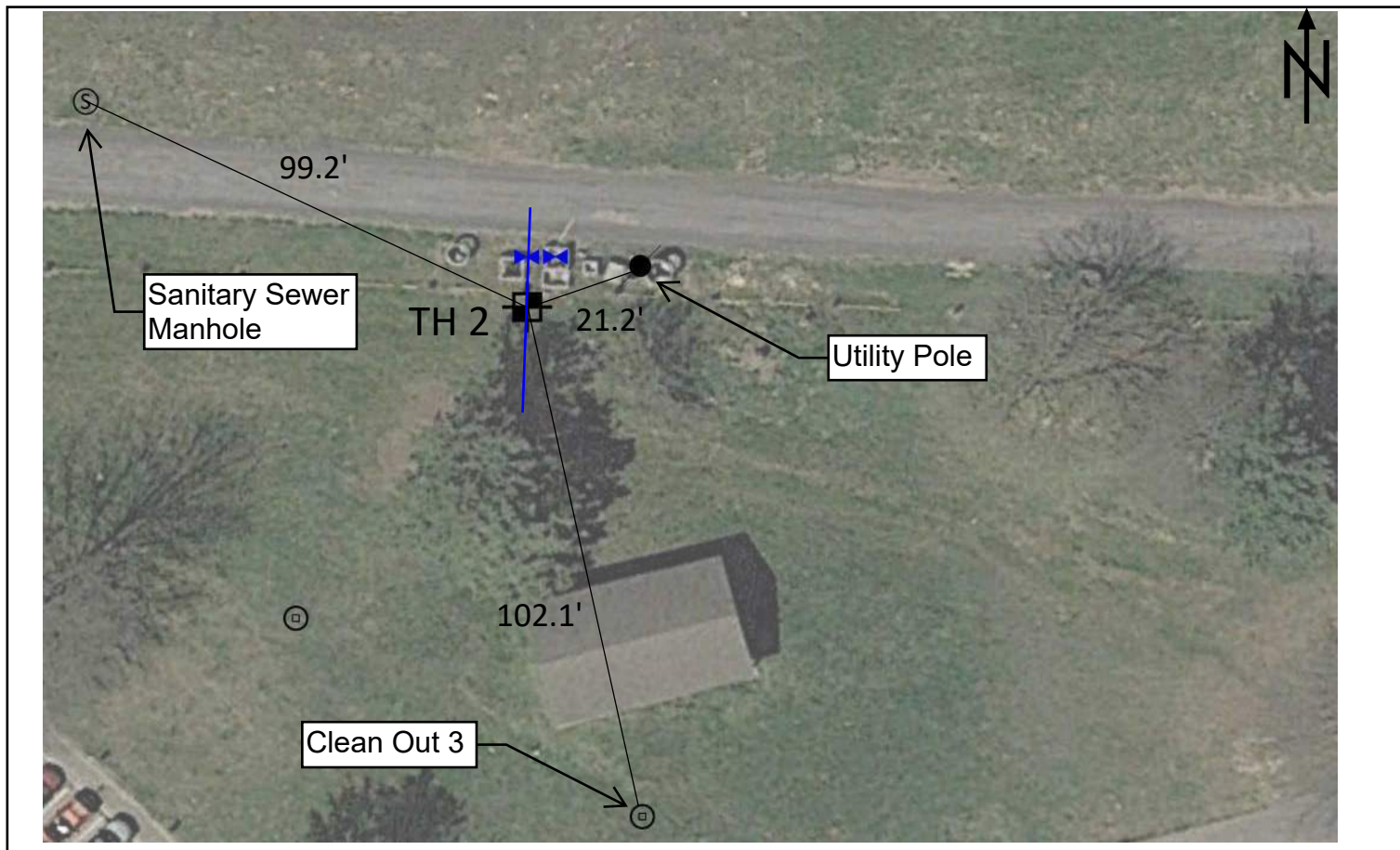
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
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SOFTDIG PROJECT #: 196150 TEST HOLE #: 3 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PARKING LOT EXIT AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 2 1/2" YELLOW PLASTIC GAS PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: YELLOW

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.10'

2) UTILITY TOP ELEVATION 53.12'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 2.98'

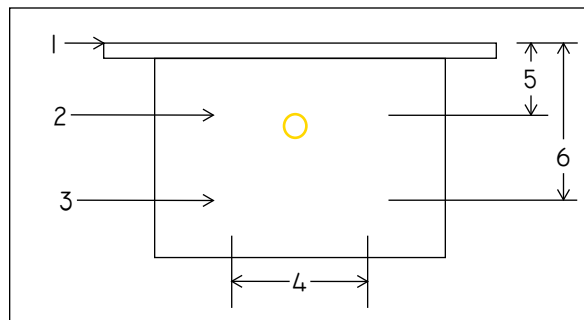
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

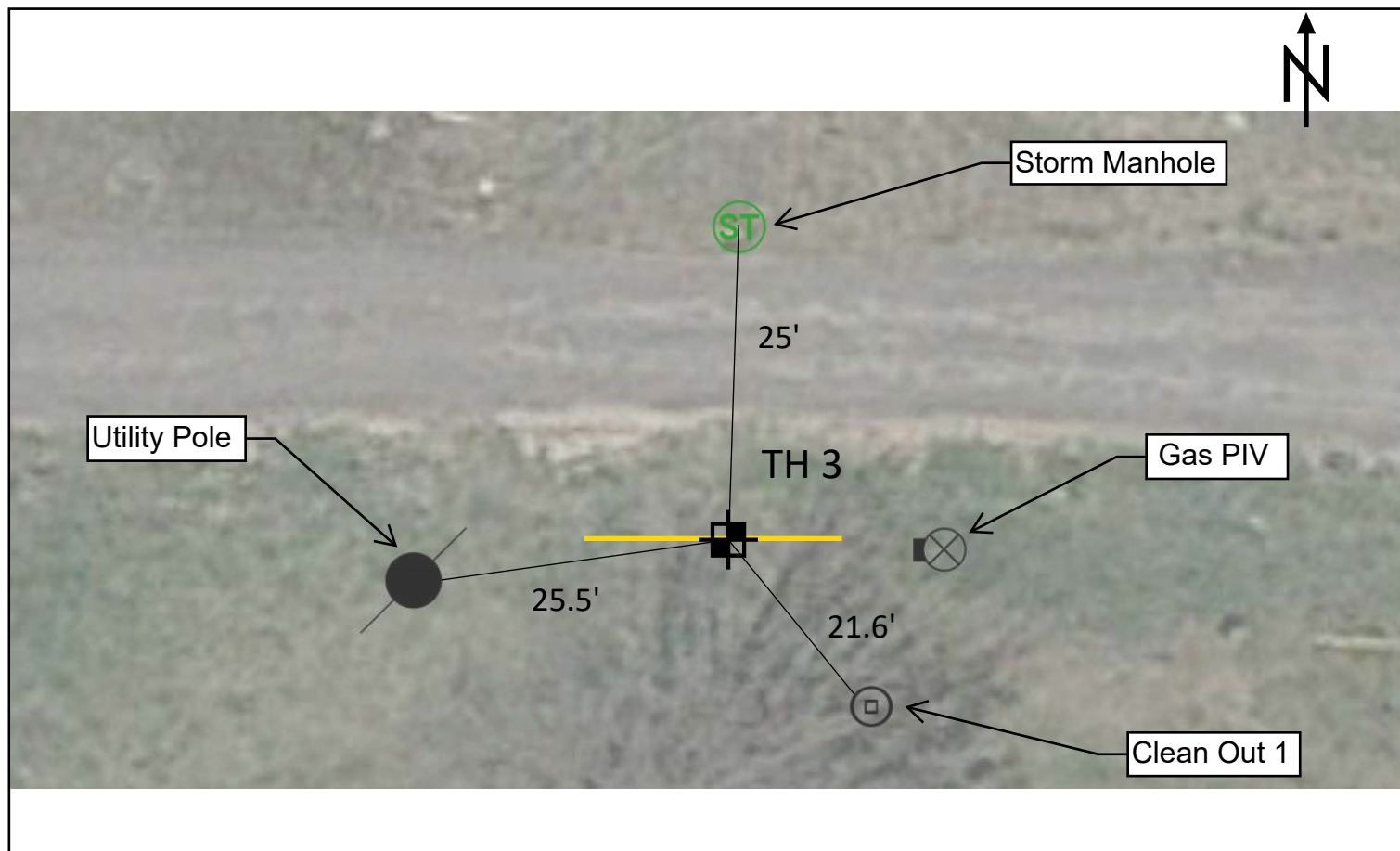
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☒ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
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SOFTDIG PROJECT #: 196150 TEST HOLE #: 4 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PARKING LOT EXIT AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY NO UTILITY FOUND; CLEARED TO 10', COULD NOT LOCATE WATER SERVICE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: BLUE

OBSERVED UTILITY CONDITION: GOOD ☐ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☐ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION ---

2) UTILITY TOP ELEVATION ---

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE ---

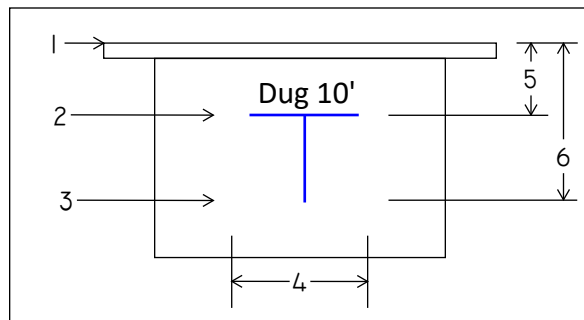
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

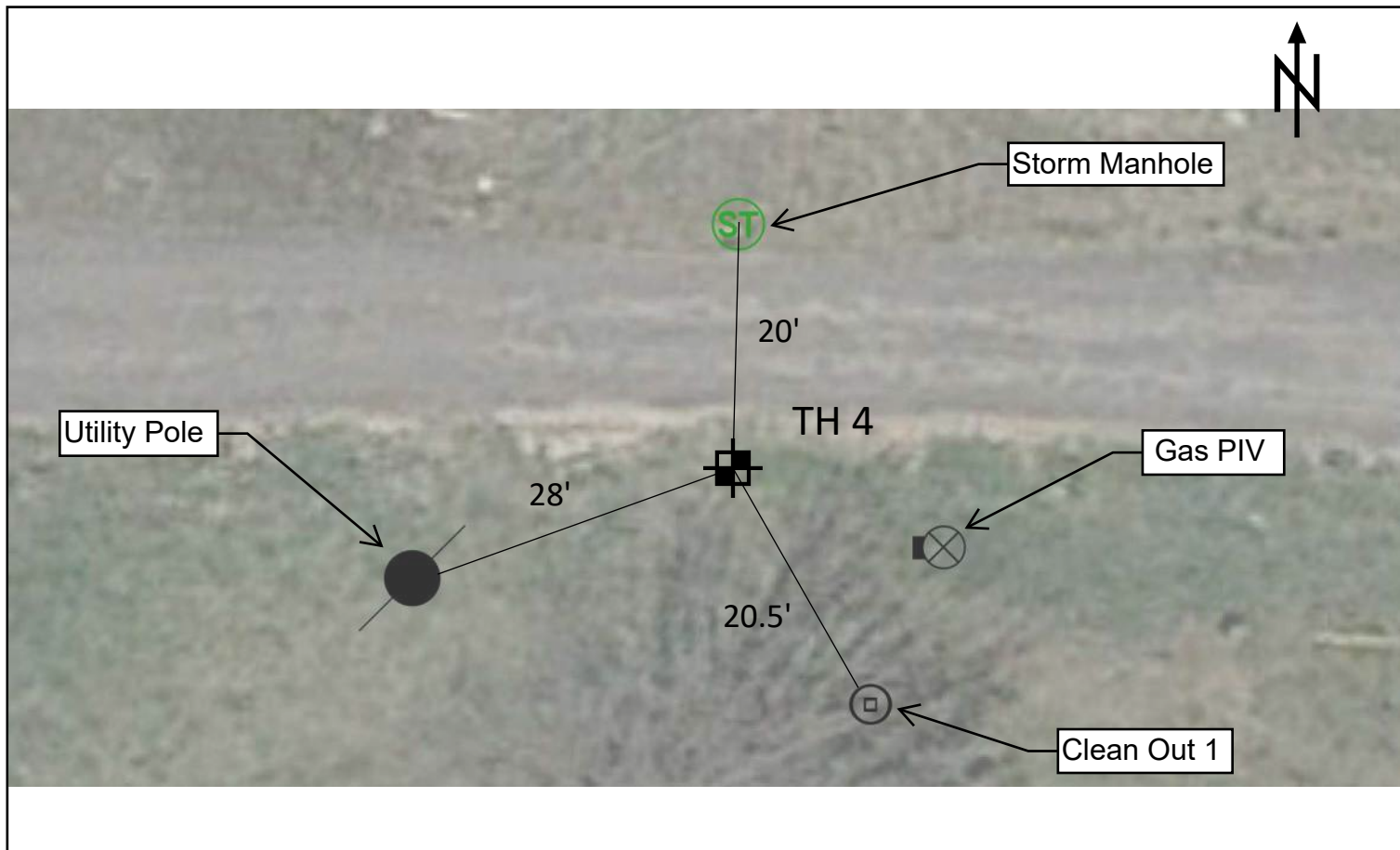
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 5 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PARKING LOT EXIT AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY NO UTILITY FOUND; CLEARED TO 6', COULD NOT LOCATE C/O PVC PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☐ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☐ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION ---

2) UTILITY TOP ELEVATION ---

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE ---

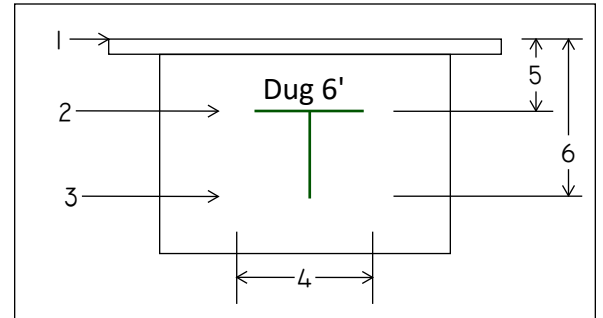
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

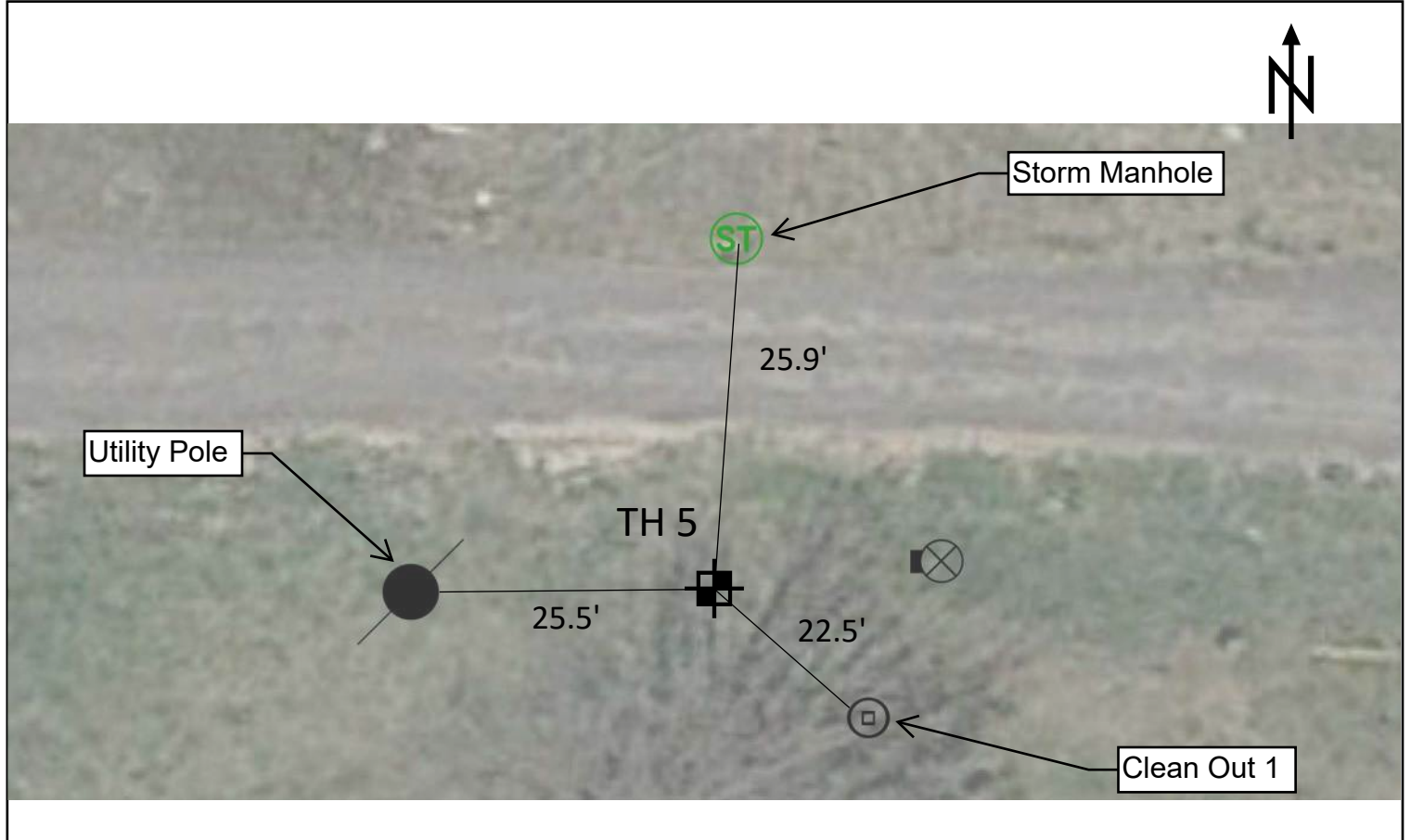
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 6 CLIENT: EDIS DATE: 10/22/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PARKING LOT EXIT AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 10" GRAY TRANSITE WATER MAIN

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: BLUE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.14'

2) UTILITY TOP ELEVATION 52.47'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.67'

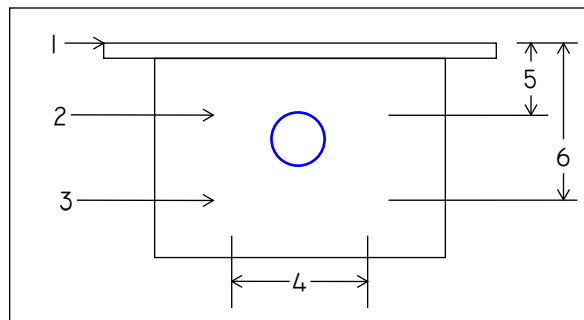
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

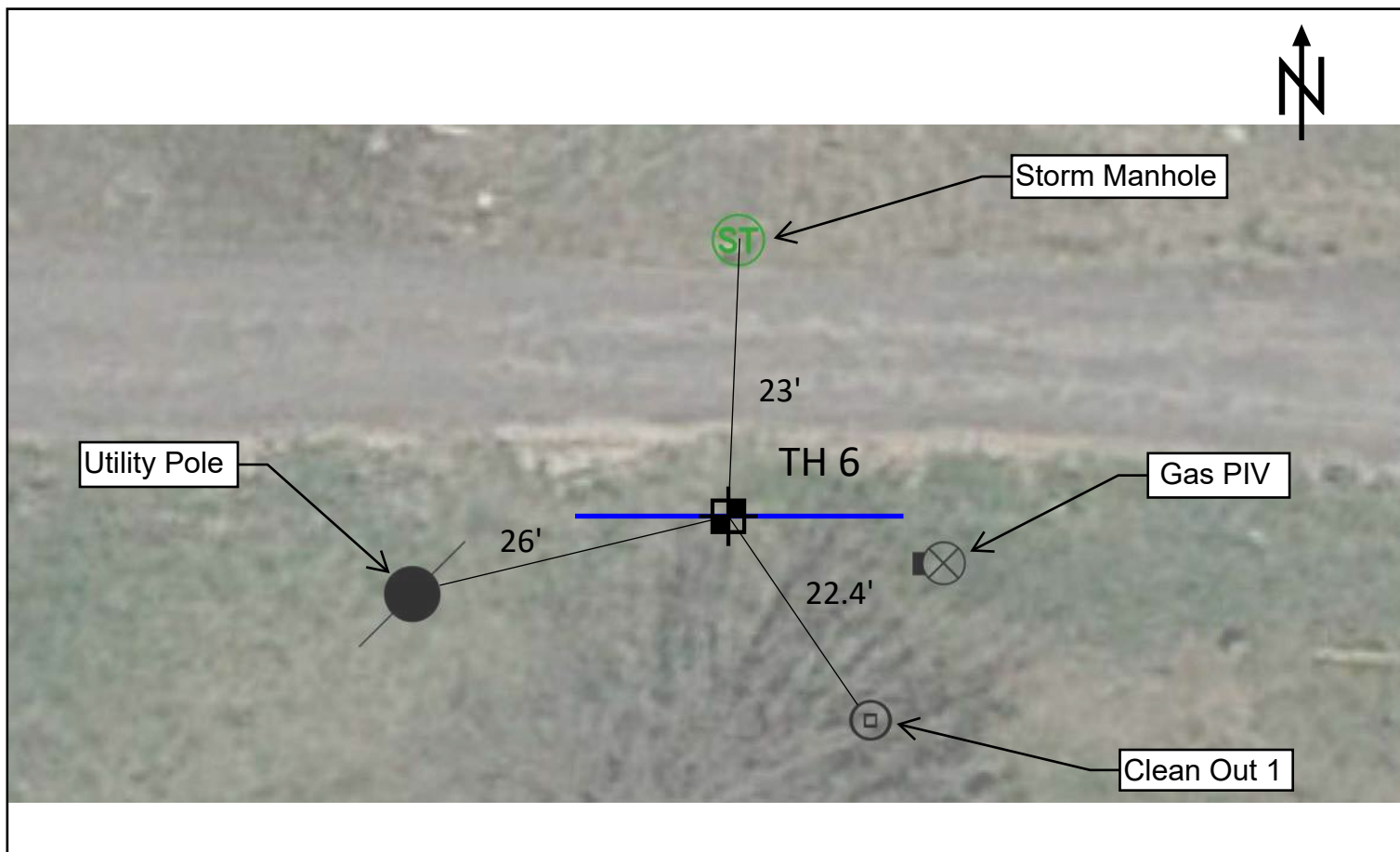
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 7 CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR THE PAVILION AT 200 EAST COCHRAN STREET ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 2 1/2" YELLOW PLASTIC GAS PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: YELLOW

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 54.98'

2) UTILITY TOP ELEVATION 52.57'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 2.41'

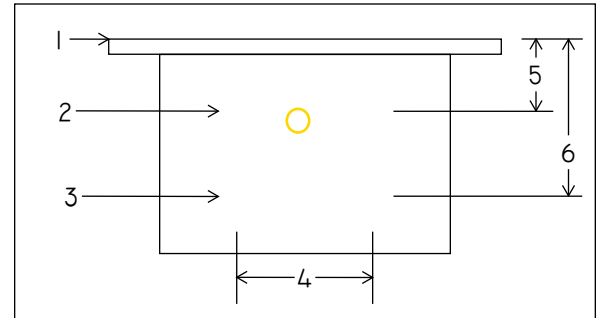
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

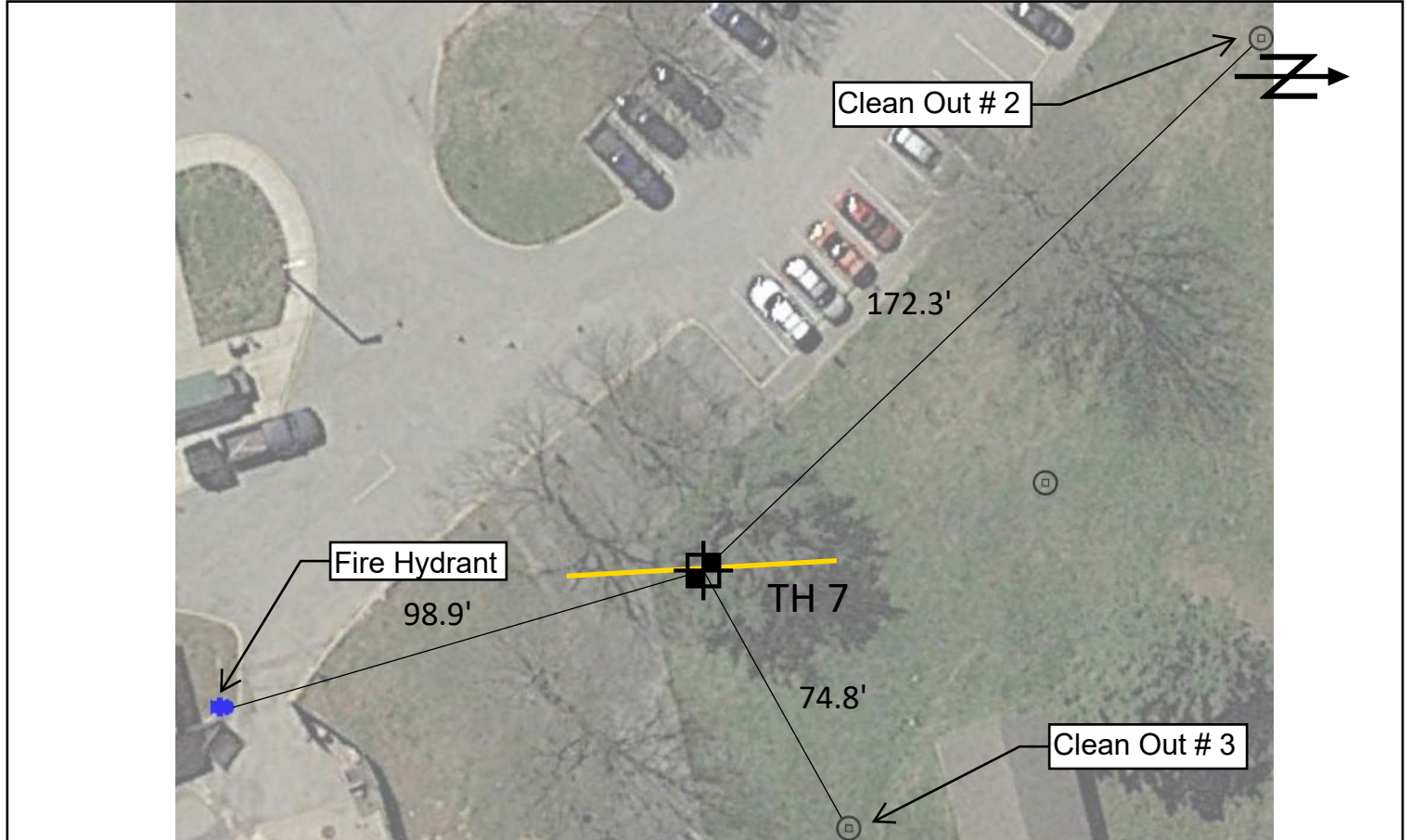
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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DATE: _____

SURFACE MARKINGS BY SOFTDIG OR OTHERS DO NOT
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SOFTDIG PROJECT #: 196150 TEST HOLE #: 8 CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: SIDE OF THE SCHOOL TOWARDS THE POOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 1 1/2" YELLOW PLASTIC GAS PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: YELLOW

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☒ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.34'

2) UTILITY TOP ELEVATION 53.46'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 1.88'

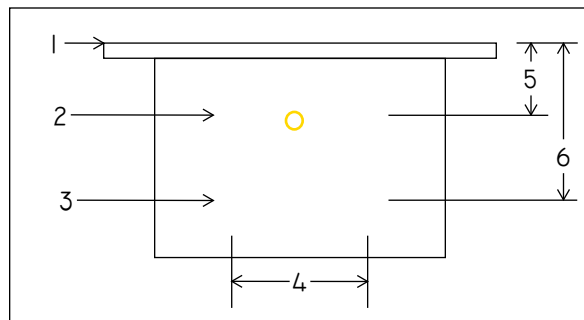
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☒ CONCRETE ☐ SOIL ☐ SURFACE COVERING DEPTH: A - 3 IN

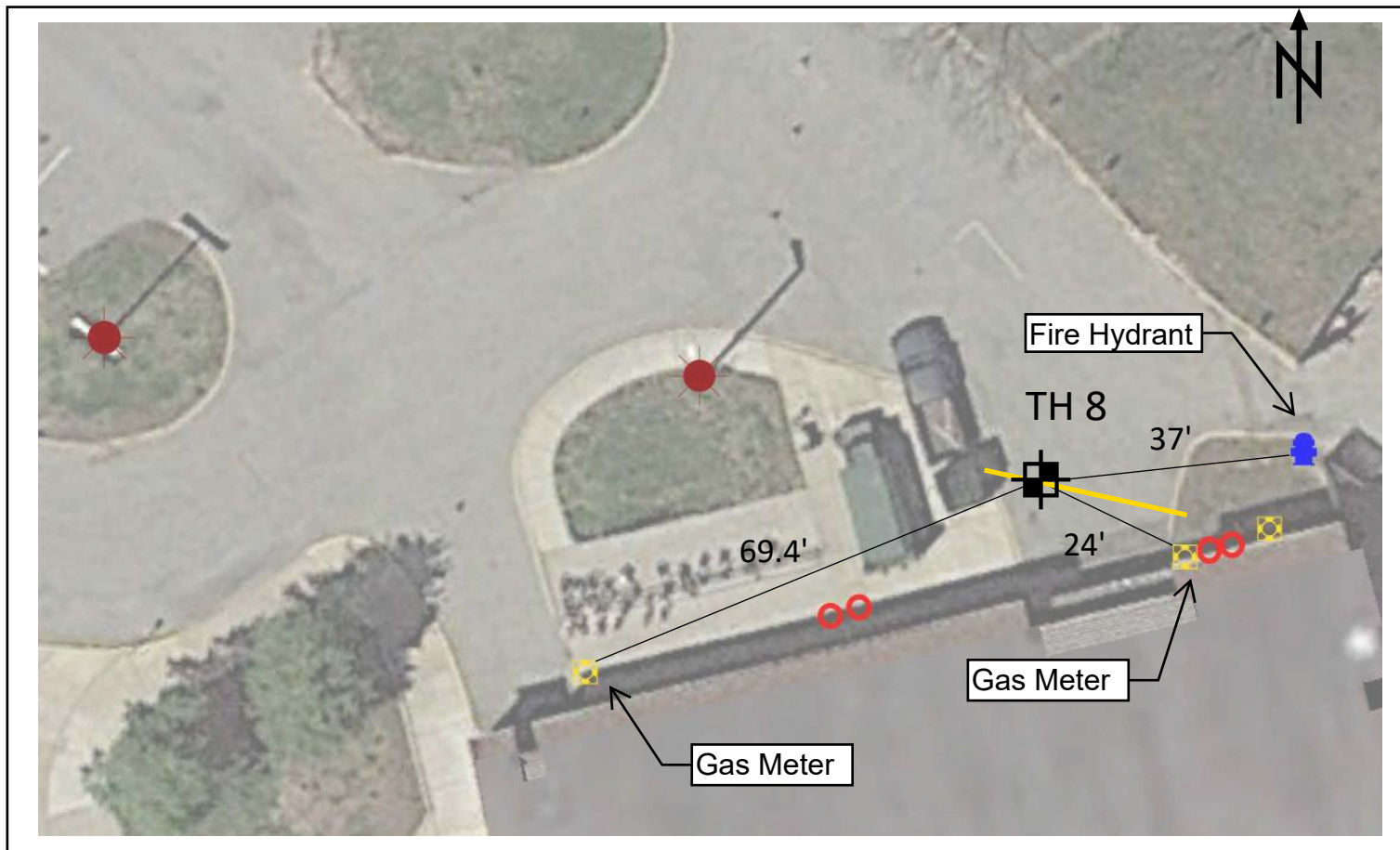
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 9A CLIENT: EDIS DATE: 10/23/19
 ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
 CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
 GENERAL LOCATION: SIDE OF THE SCHOOL TOWARDS THE POOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

— — — — — TEST HOLE INFORMATION — — — — —

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 4" BLACK METAL COMMUNICATION CONDUIT

UTILITY OWNER: --- DESIGNATION COLOR: ORANGE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY:	PK NAIL	HUB	✓	X MARK
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PORTION OF UTILITY EXPOSED	TOP	<input checked="" type="checkbox"/>	HALF	<input type="checkbox"/>	SIDE	<input type="checkbox"/>
----------------------------	-----	-------------------------------------	------	--------------------------	------	--------------------------

I) REFERENCE ELEVATION 55.52'

2) UTILITY TOP ELEVATION 51.23'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 4.29'

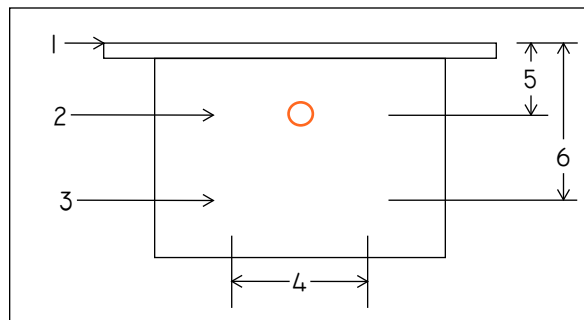
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: _____ IN

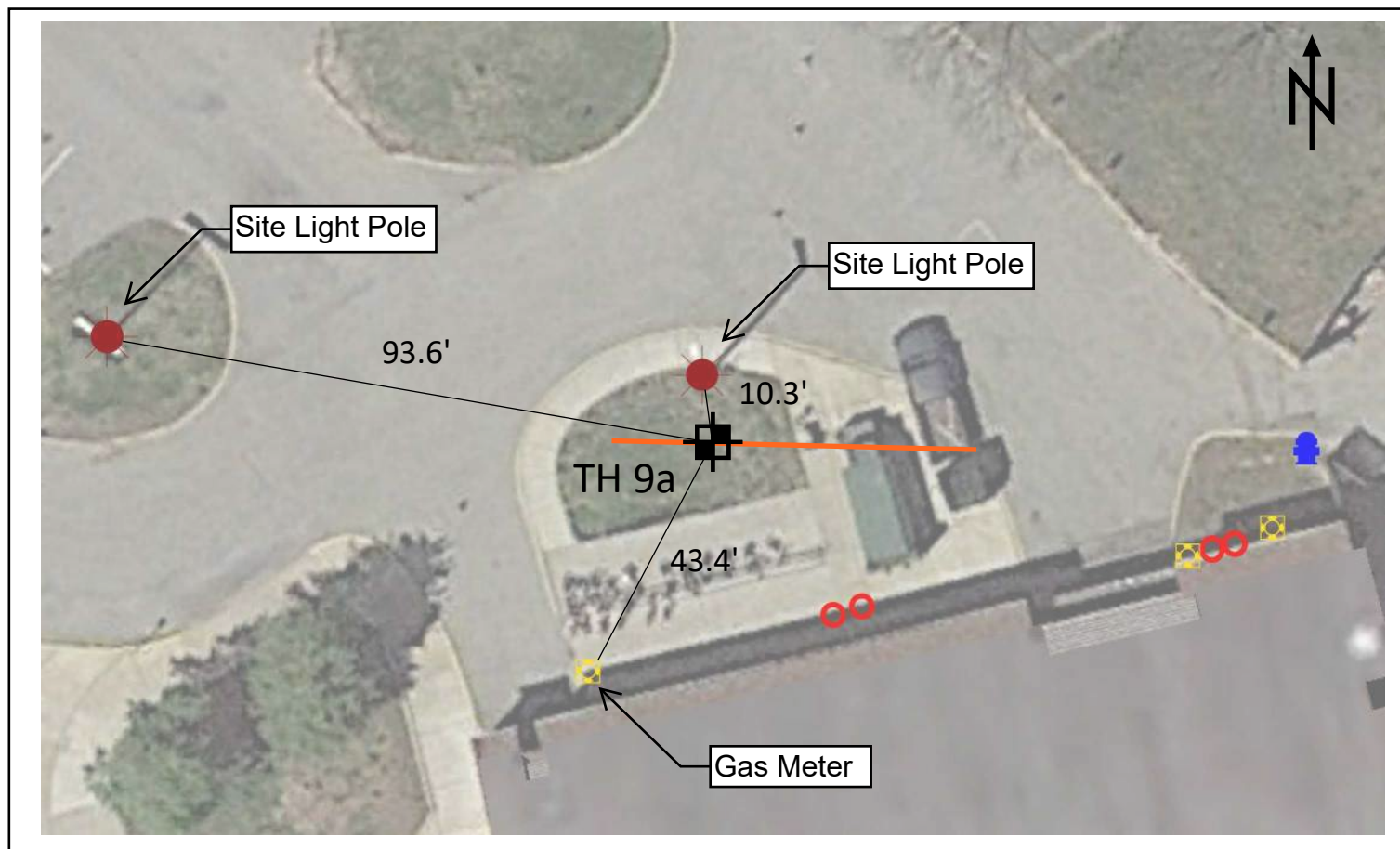
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



— — — — — TEST HOLE PLAN — — — — —



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 9B CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: SIDE OF THE SCHOOL TOWARDS THE POOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (2) 1/2" BLACK SIGHT LIGHTING CABLES (DIRECT BURY)

UTILITY OWNER: --- DESIGNATION COLOR: ORANGE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.52'

2) UTILITY TOP ELEVATION 52.81'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 2.71'

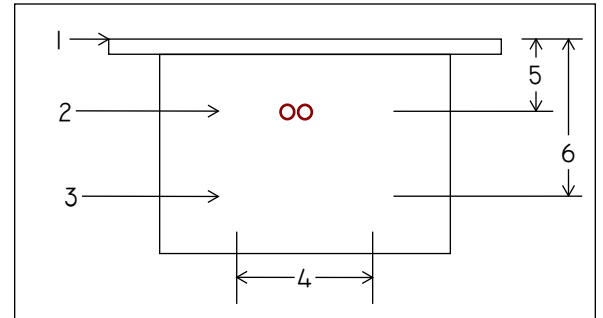
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

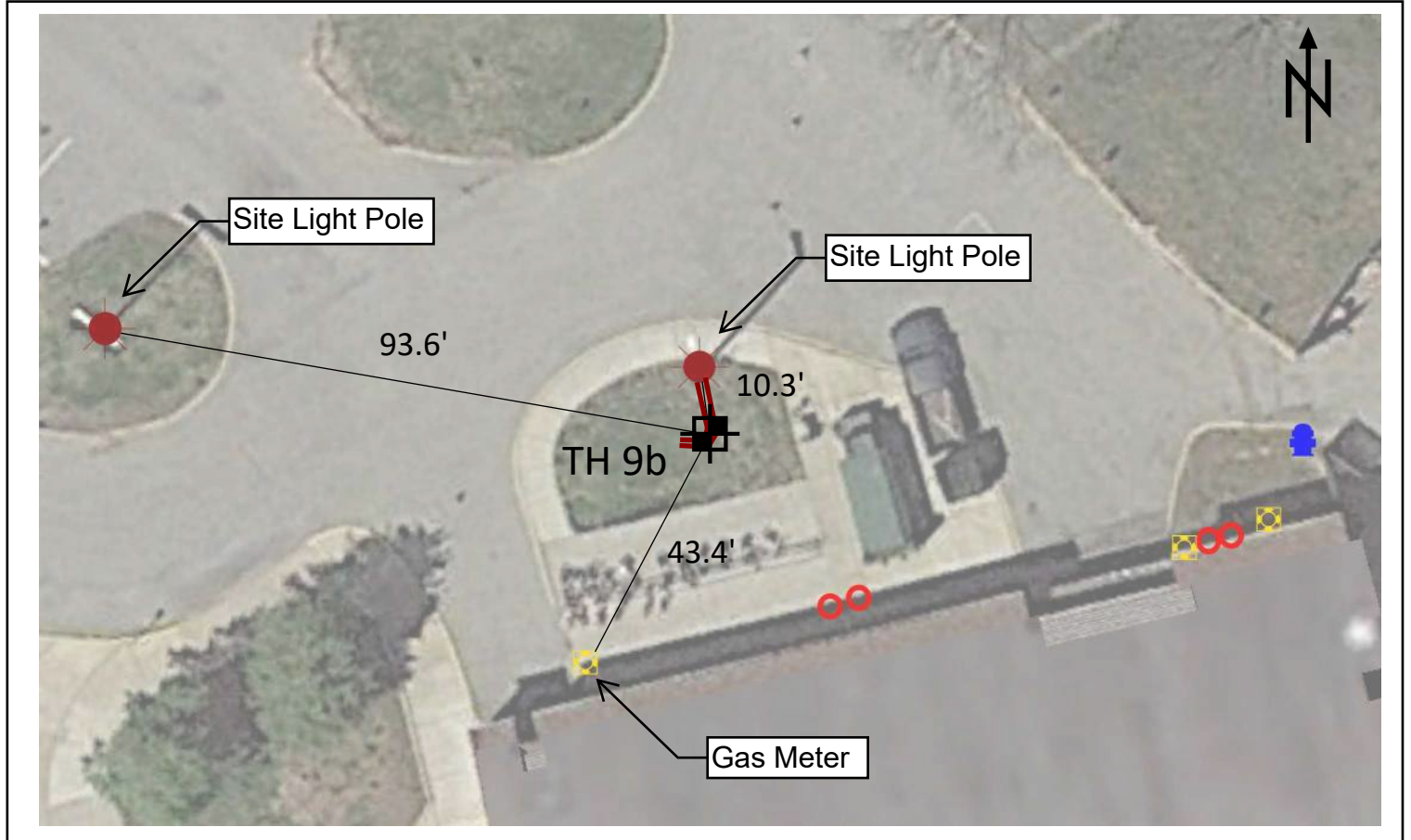
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 10A CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: SIDE OF THE SCHOOL TOWARDS THE POOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 1" GREY PLASTIC SIGHT LIGHTING CONDUIT

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: RED

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.65'

2) UTILITY TOP ELEVATION 54.03'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 1.62'

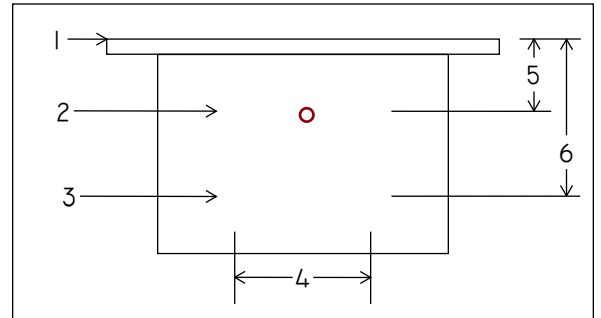
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

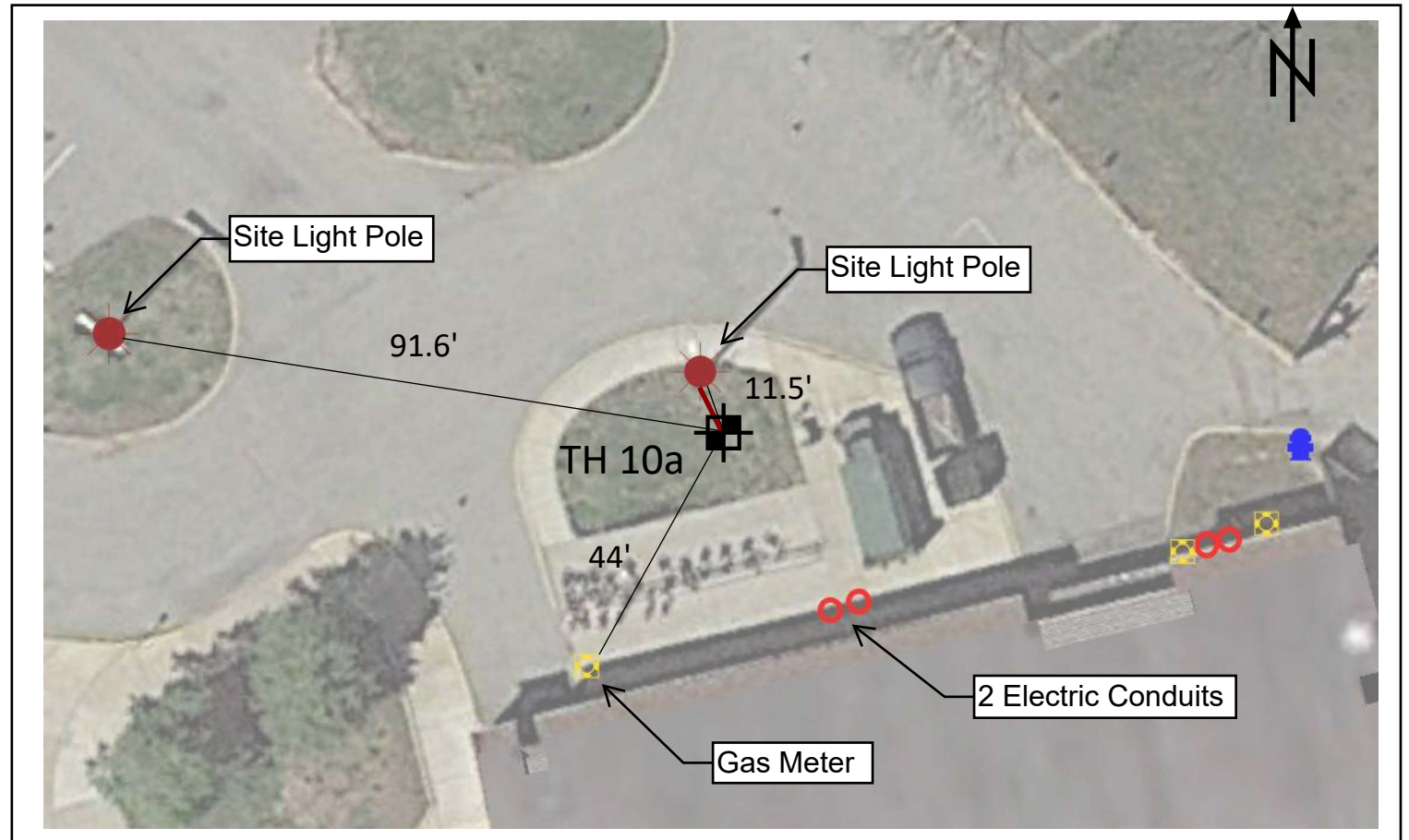
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 10A CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: SIDE OF THE SCHOOL TOWARDS THE POOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (3) 1 1/2" BLACK ELECTRIC CABLES (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: RED

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.65'

2) UTILITY TOP ELEVATION 52.86'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 2.79'

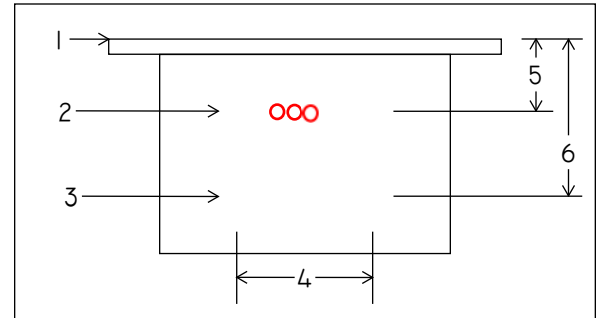
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

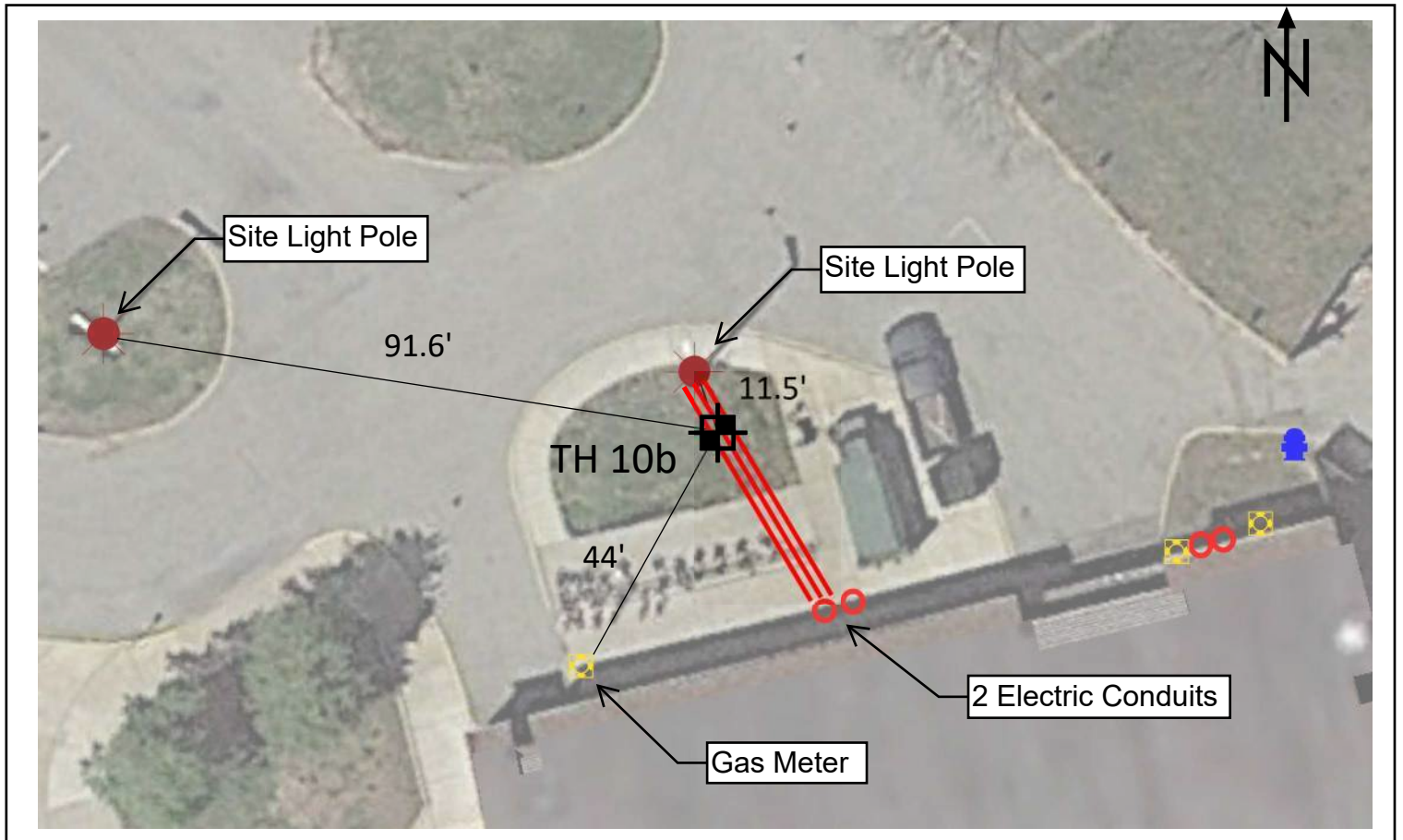
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 57.17' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



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SOFTDIG PROJECT #:	196150	TEST HOLE #:	11	CLIENT:	EDIS	DATE:	10/23/19
ONE-CALL PERMIT:	---	CREW:	T. JOHNSON			TRUCK #:	164
CITY / COUNTY / STATE:					MIDDLETOWN, NEW CASTLE, DE	ROAD:	E. COCHRAN ST
GENERAL LOCATION:					BY INTERSECTION OF S. CATHERINE ST & E. HOFFECKER ST	ANTICIPATED UTILITY:	---

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SOFTDIG PROJECT #: 196150 TEST HOLE #: 12 CLIENT: EDIS DATE: 10/23/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: BY INTERSECTION OF S. CATHERINE ST & E. HOFFECKER ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 1/2" BLACK COMMUNICATIONS CABLE (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: ORANGE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 51.88'

2) UTILITY TOP ELEVATION 50.69'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 1.19'

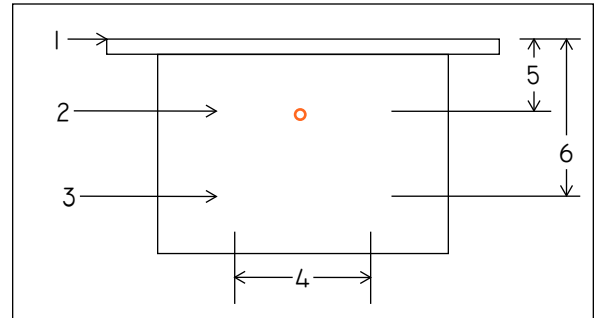
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

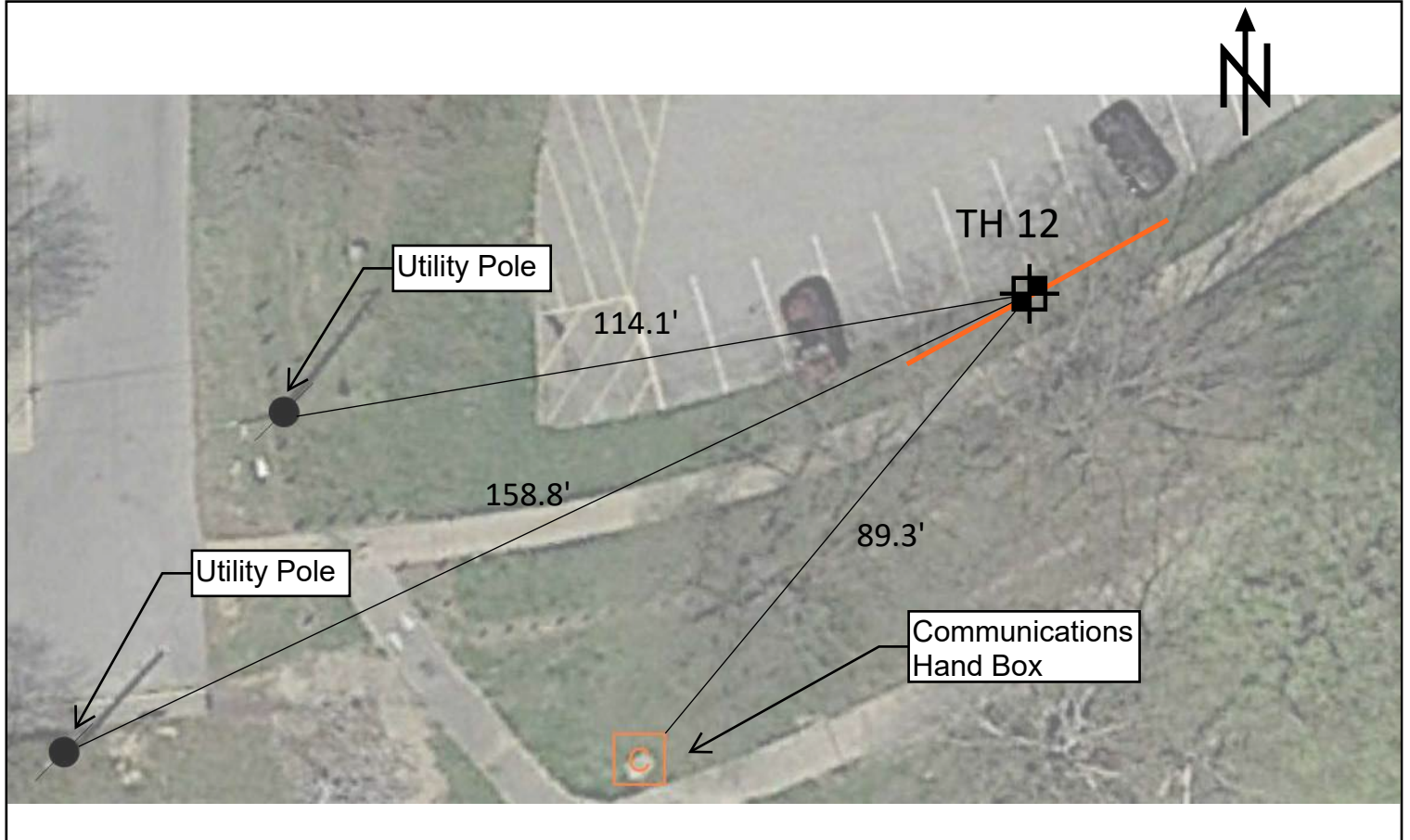
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 13 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: BEHIND SCHOOL FACING PLAYGROUND, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (3) 1" BLACK ELECTRIC CABLES (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: RED

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 57.41'

2) UTILITY TOP ELEVATION 53.90'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.51'

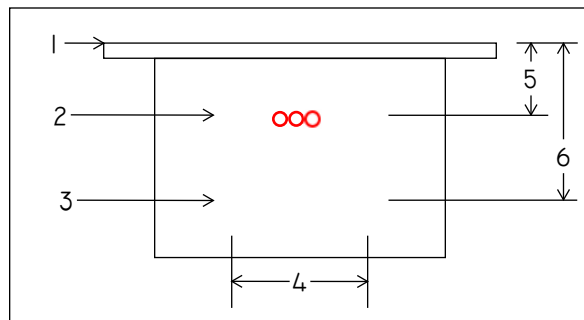
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☐ SURFACE COVERING DEPTH: --- IN

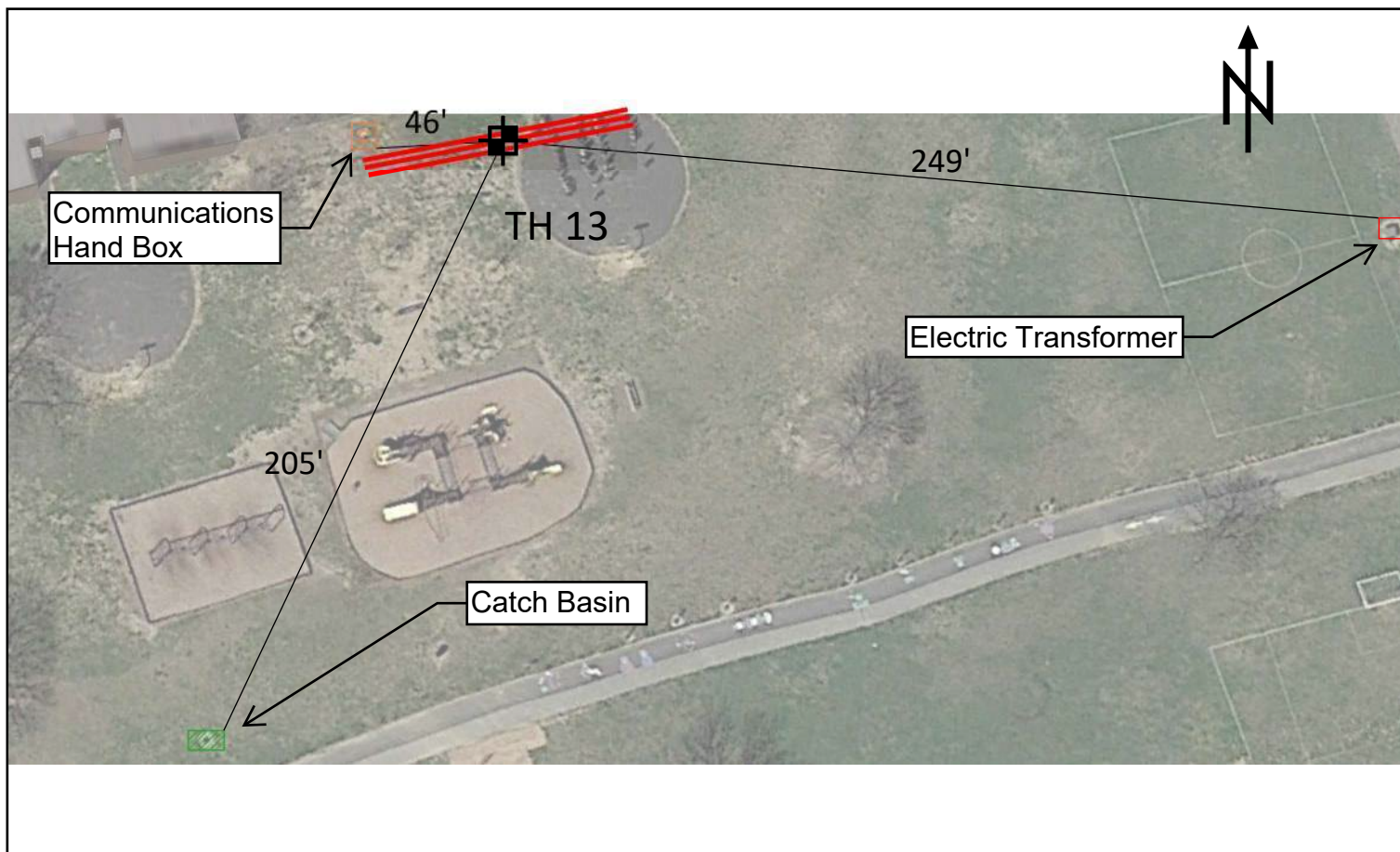
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 14 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: BEHIND SCHOOL FACING PLAYGROUND, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----
ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (3) 1" BLACK ELECTRIC CABLES (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: ---

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.38'

2) UTILITY TOP ELEVATION 51.67'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.71'

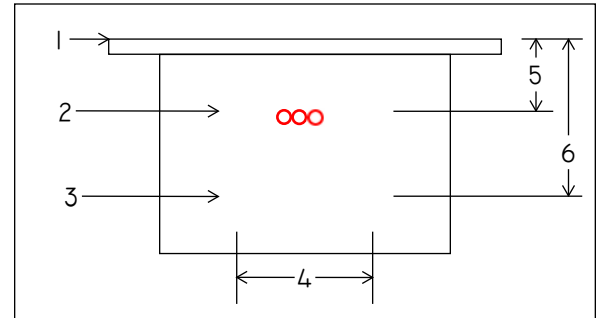
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

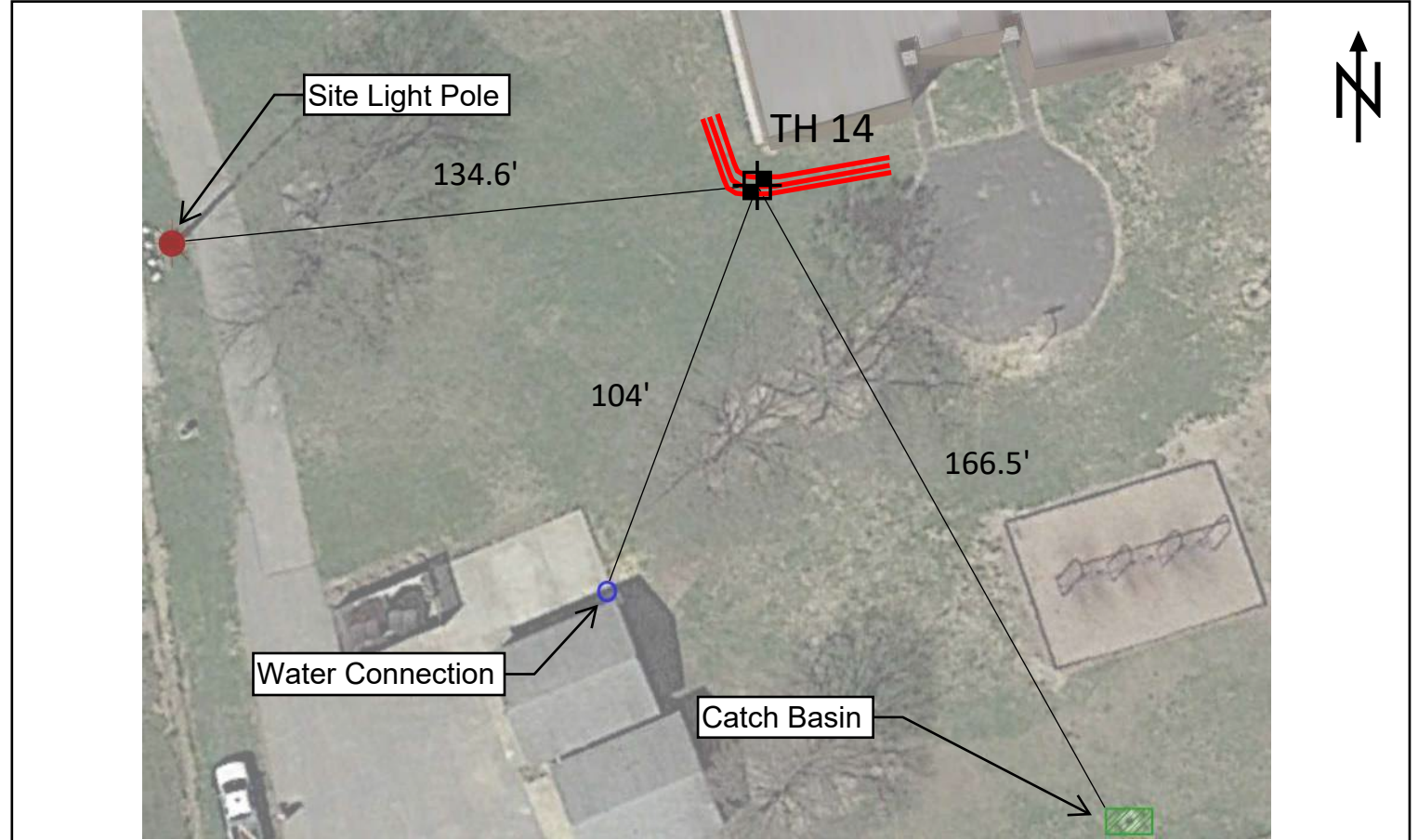
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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SOFTDIG PROJECT #: 196150 TEST HOLE #: 15 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 1/2" BLACK COMMUNICATIONS CABLE (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: ORANGE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.71'

2) UTILITY TOP ELEVATION 54.39'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 1.32'

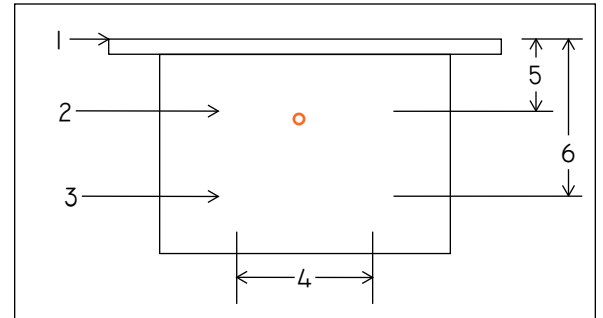
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

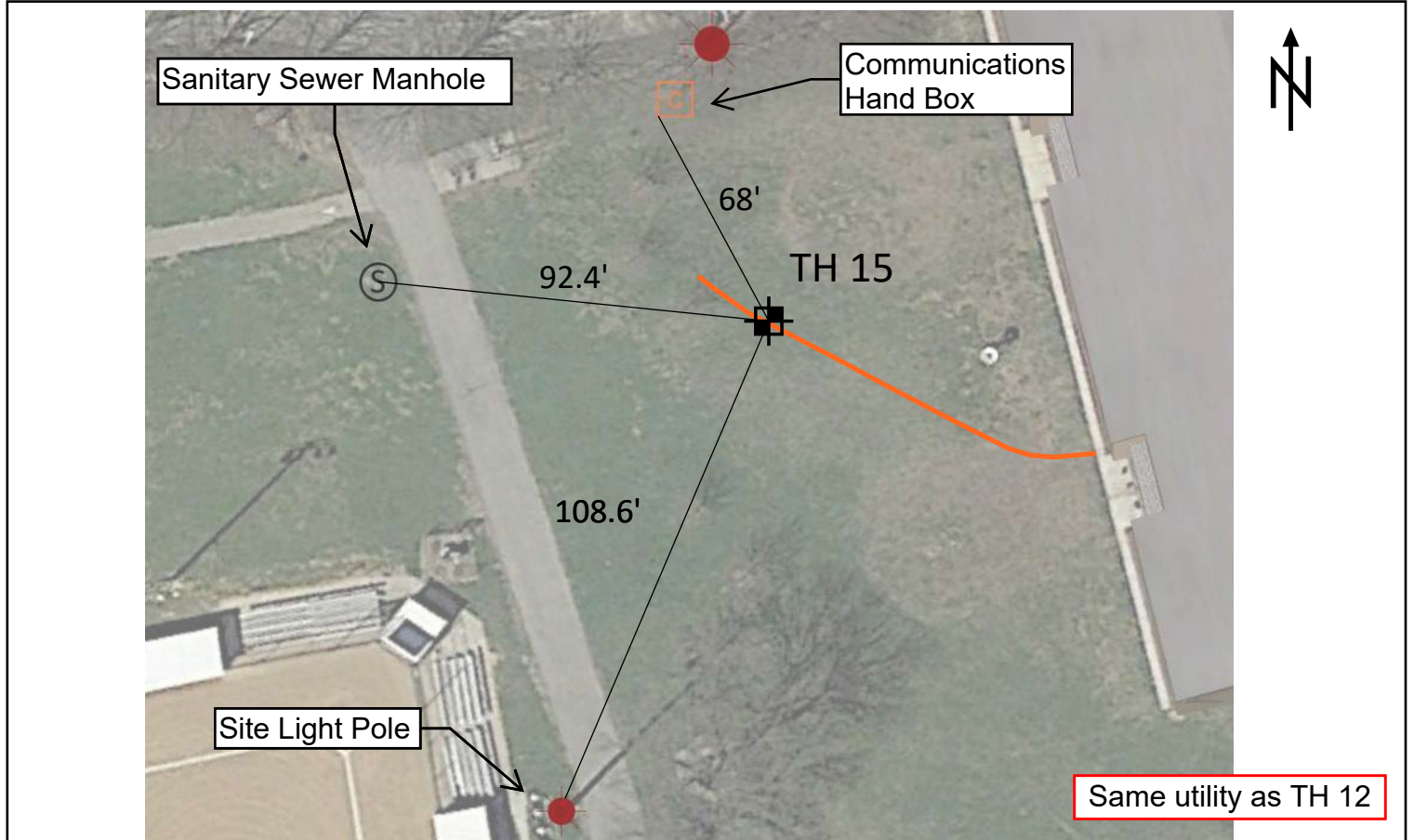
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 16 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (2) 2 1/2" ORANGE PLASTIC FIBER OPTIC CONDUITS

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: ORANGE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.68'

2) UTILITY TOP ELEVATION 54.75'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 0.93

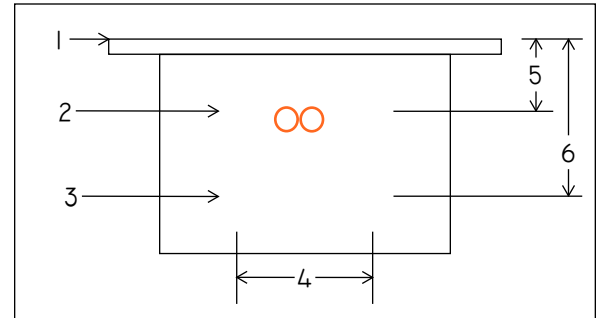
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

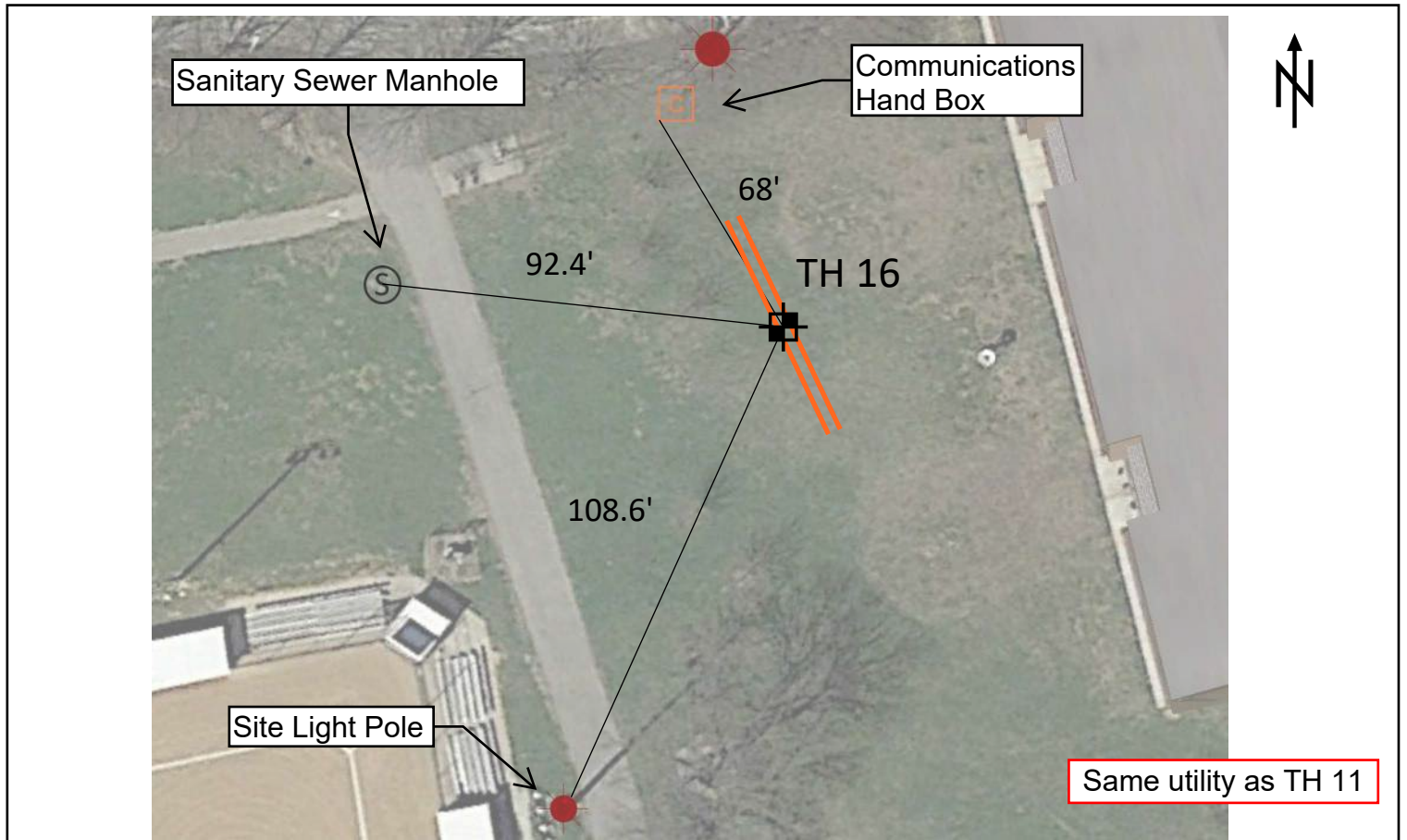
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



CHECKED BY: _____
DATE: _____

SURFACE MARKINGS BY SOFTDIG OR OTHERS DO NOT
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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 17 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (3) 1" BLACK ELECTRIC CABLES (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: RED

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 55.17'

2) UTILITY TOP ELEVATION 52.14'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.03'

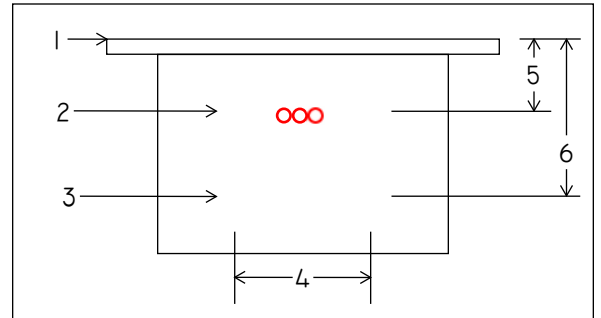
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

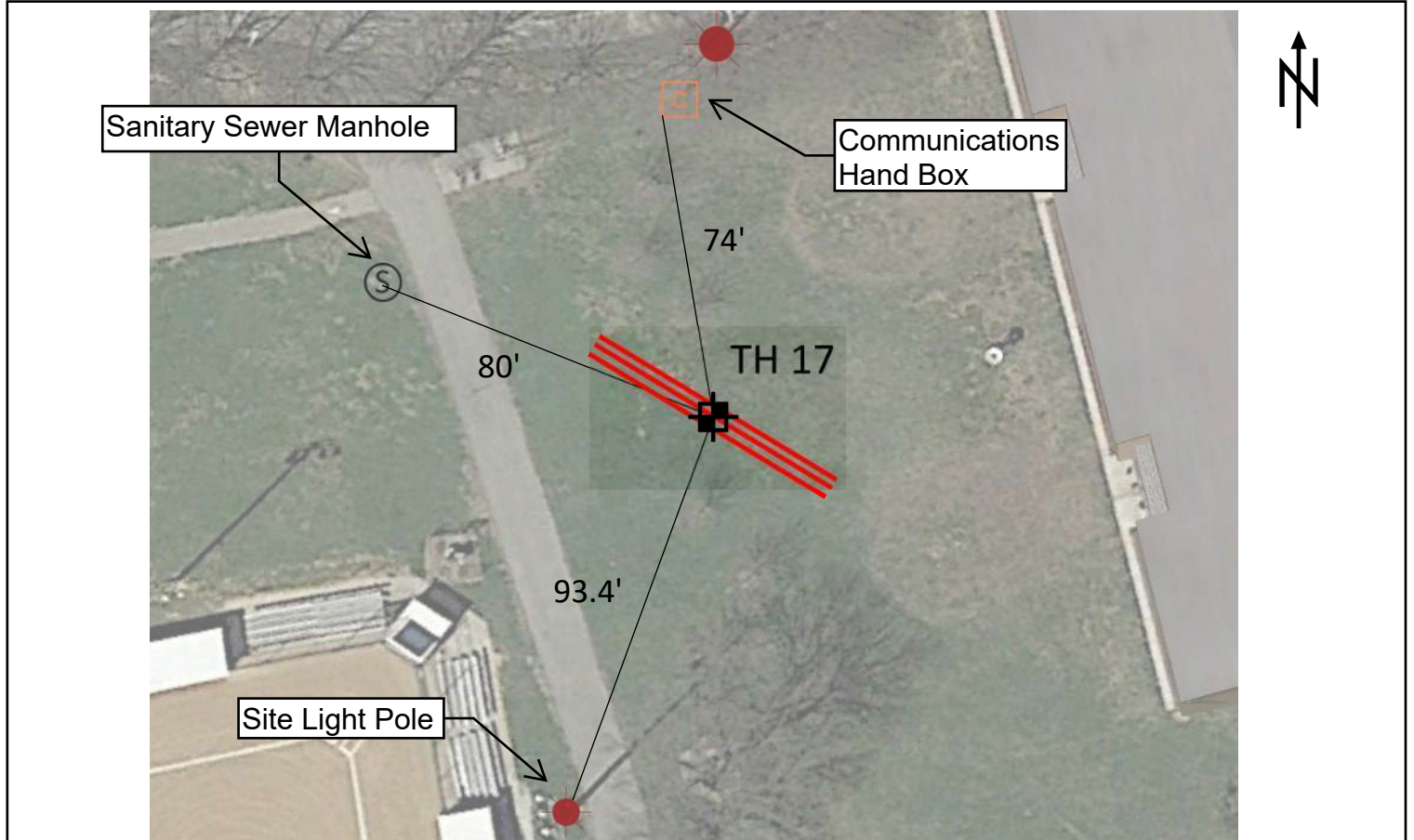
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 18 CLIENT: EDIS DATE: 10/24/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY NO UTILITY FOUND; CLEARED TO 8' ON GPR MARKS

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: ---

OBSERVED UTILITY CONDITION: GOOD ☐ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☐ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION ---

2) UTILITY TOP ELEVATION ---

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE ---

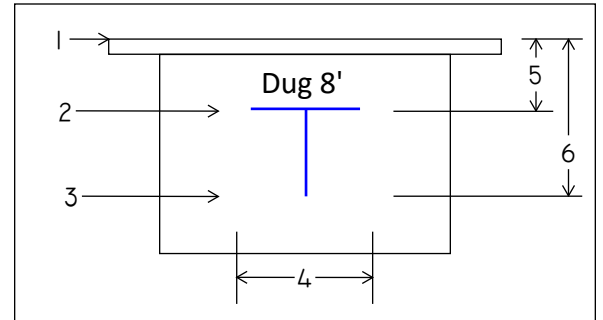
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

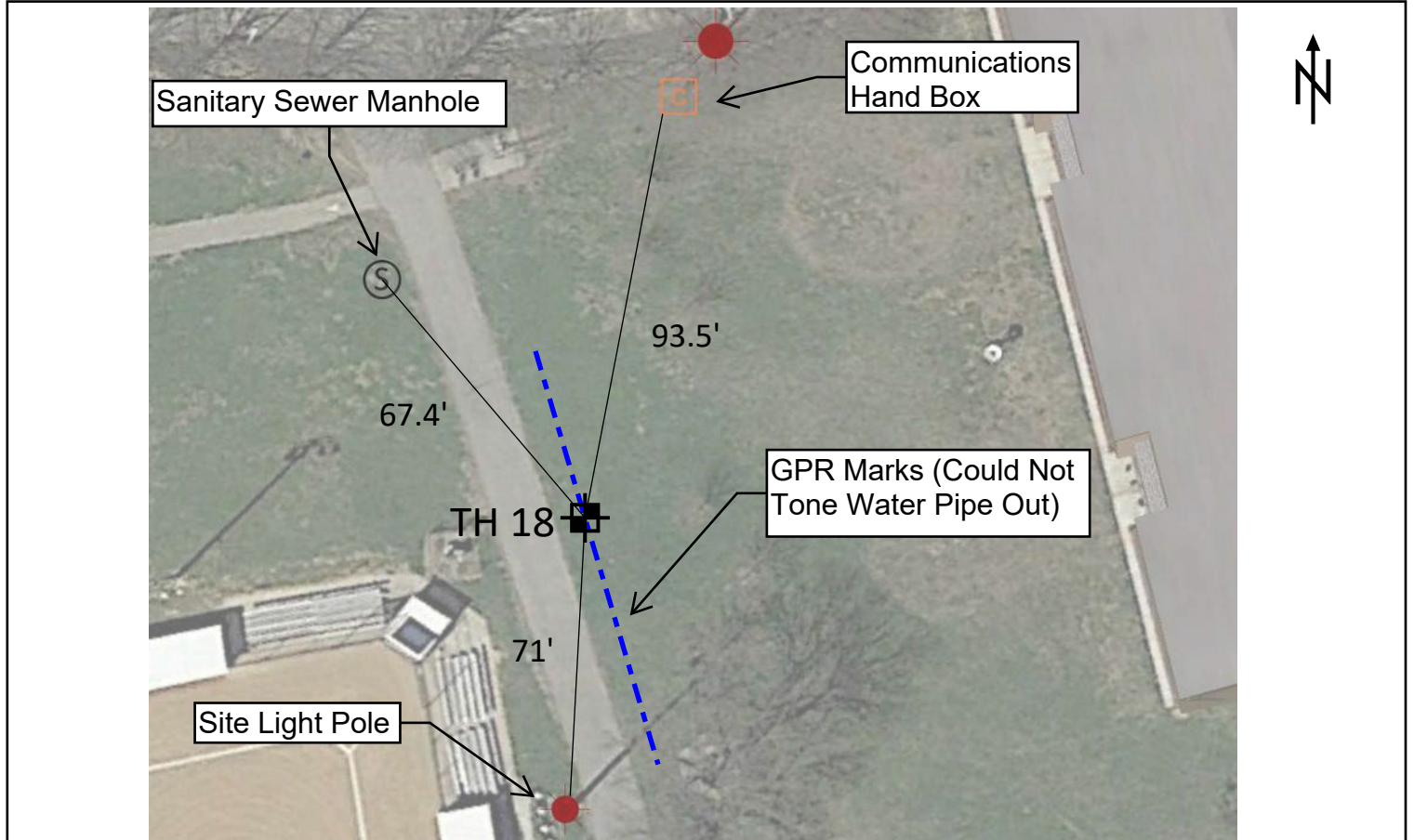
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☐ OTHER ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 19 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----
ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 6" BROWN CONCRETE SANITARY SEWER PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.93'

2) UTILITY TOP ELEVATION 48.77'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 8.16'

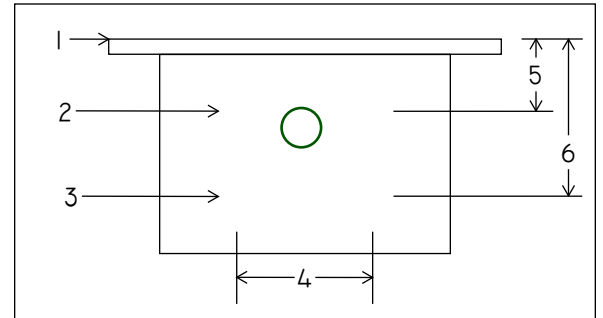
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

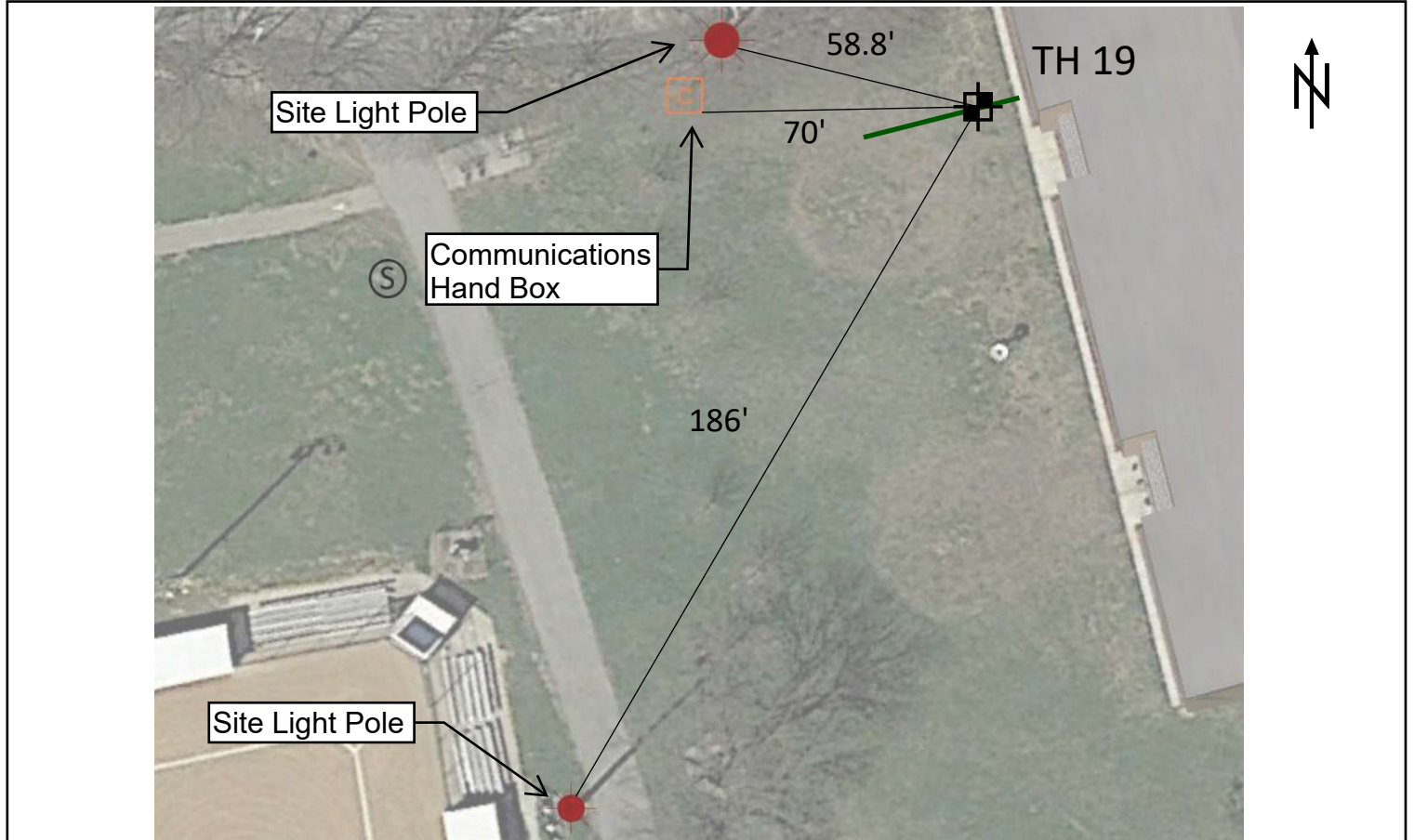
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 20 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 1" BLACK METAL WATER PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: BLUE

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 54.00'

2) UTILITY TOP ELEVATION 51.22'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 2.78'

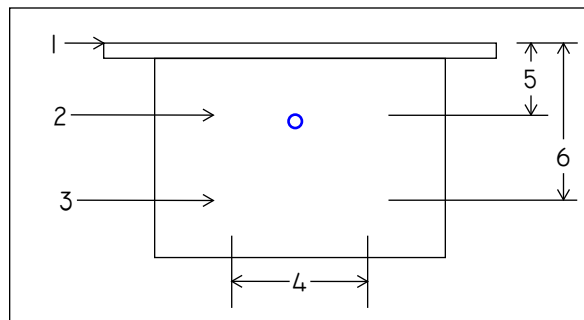
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

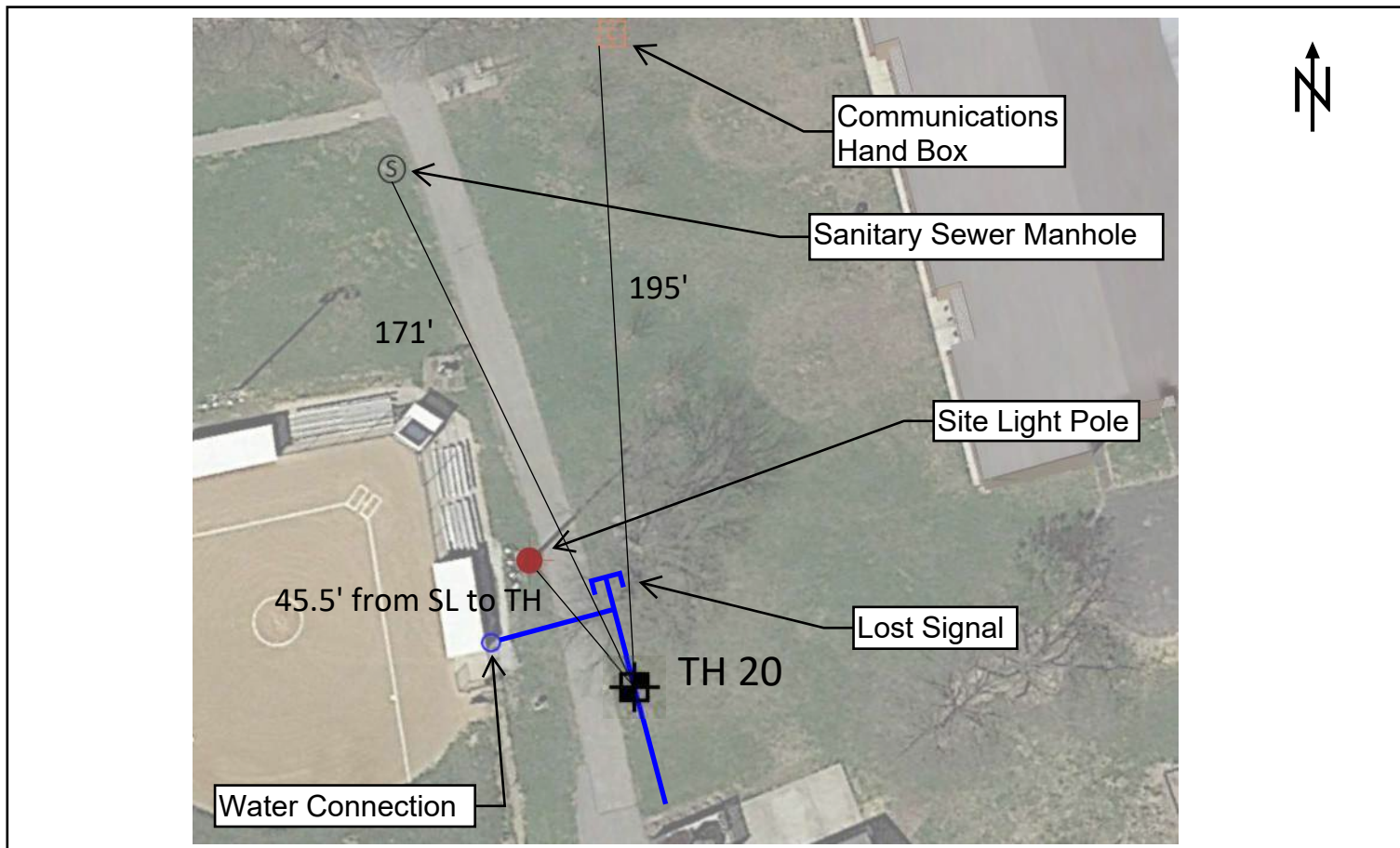
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 21 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY NO UTILITY FOUND; CLEARED TO 10', COULD NOT LOCATE STORM PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☐ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☐ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION ---

2) UTILITY TOP ELEVATION ---

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE ---

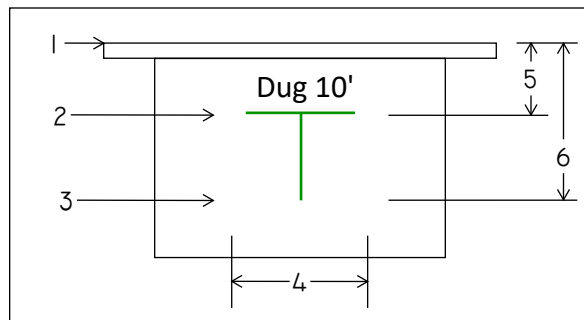
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☐ SURFACE COVERING DEPTH: --- IN

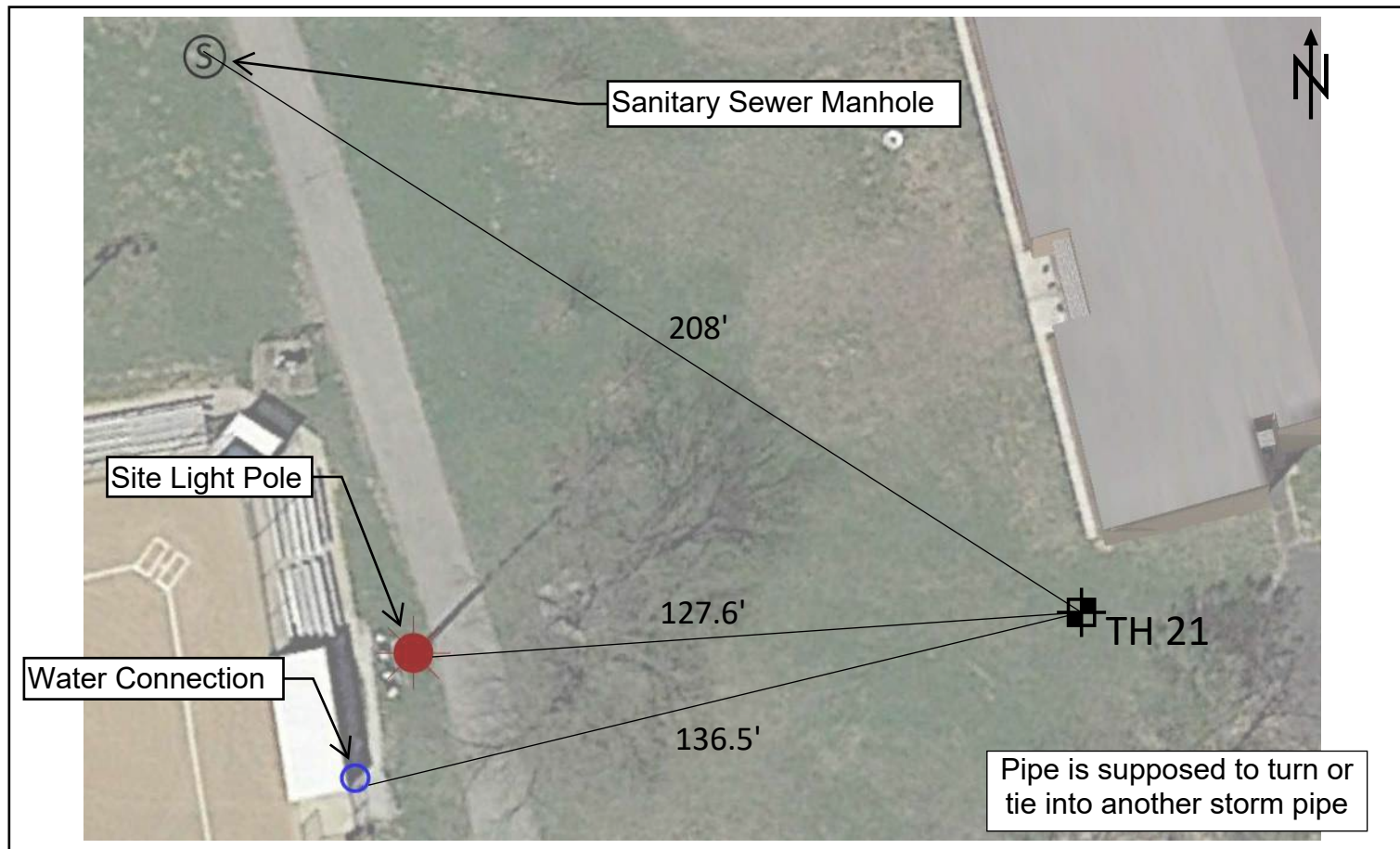
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 22 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 6" GREEN PLASTIC STORM PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.59'

2) UTILITY TOP ELEVATION 52.01'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 4.58'

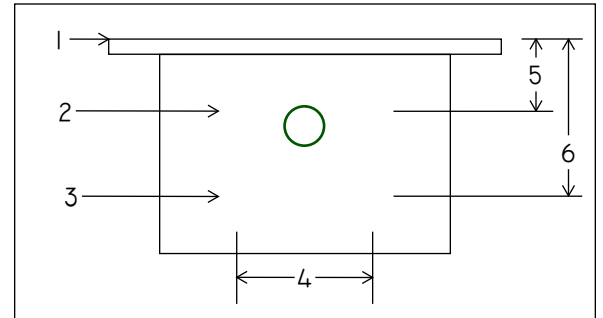
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

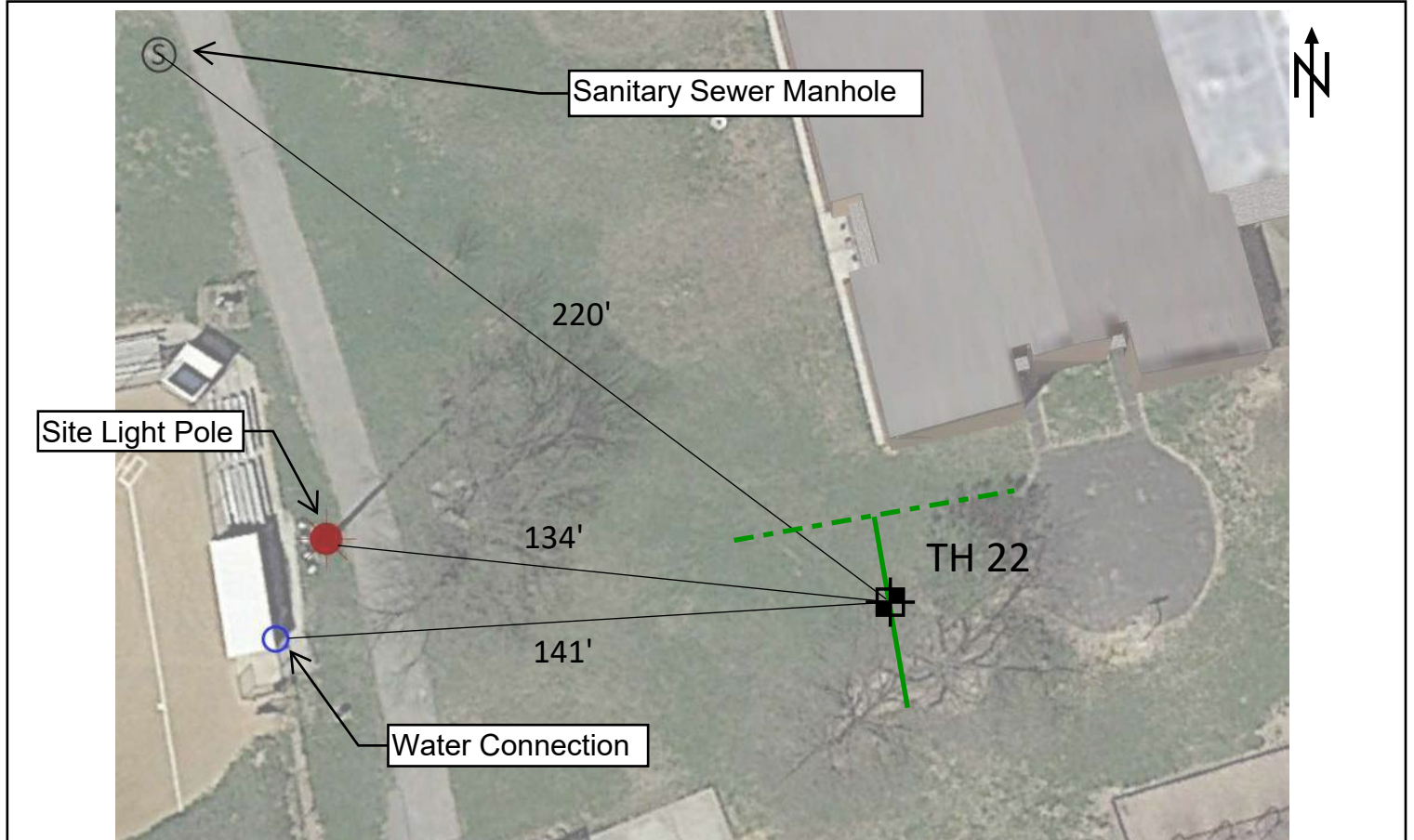
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



CHECKED BY: _____
DATE: _____

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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 23 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 6" GREEN PLASTIC STORM PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.57'

2) UTILITY TOP ELEVATION 51.78'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 4.79'

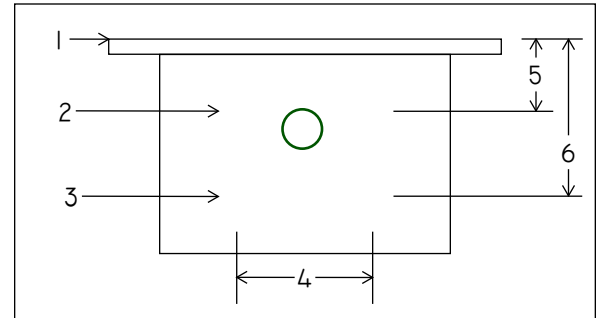
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

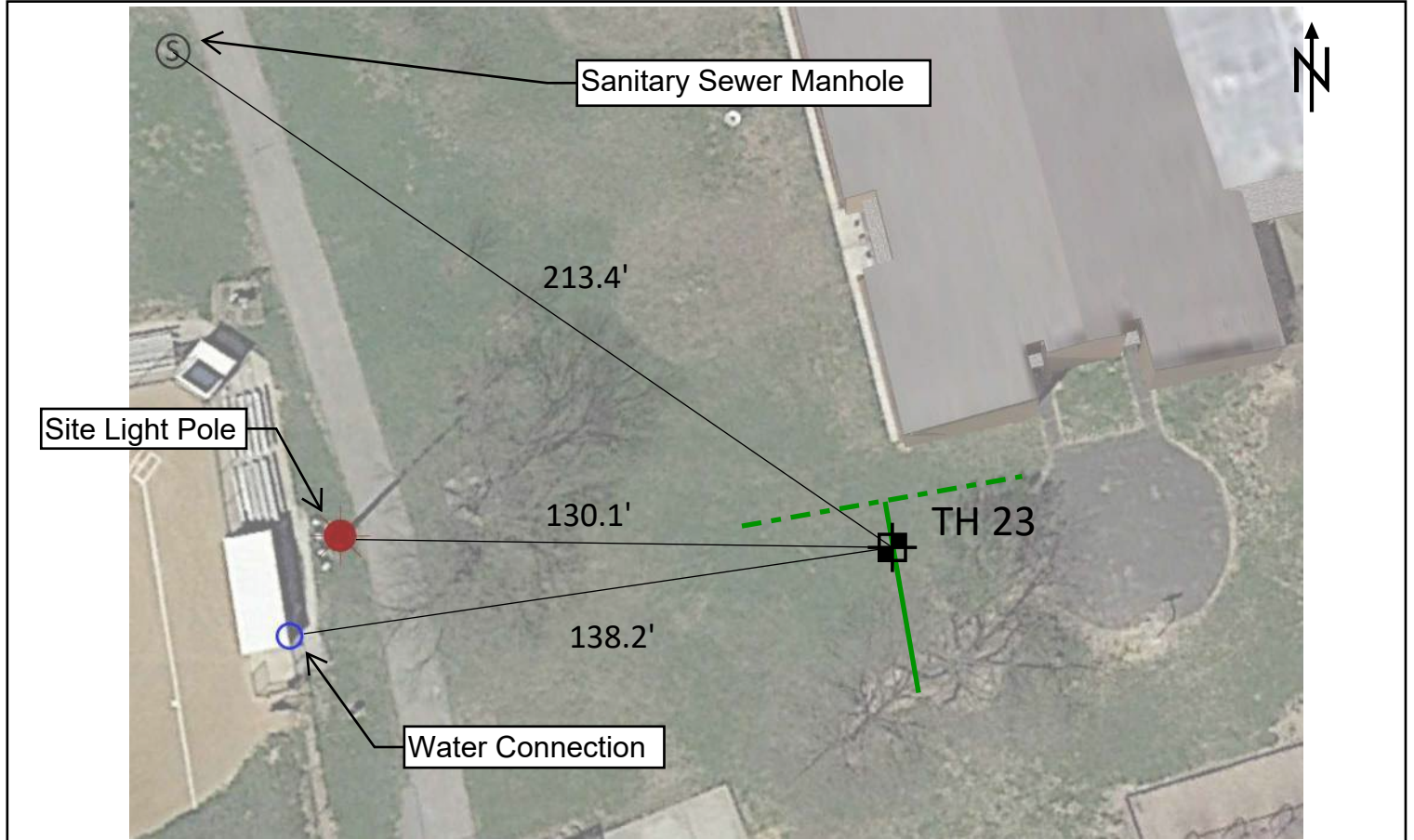
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☒ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 55.30 DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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DATE: _____

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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 24 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: NEAR BASEBALL FIELD AT THE SCHOOL, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY 6" GREEN PLASTIC STORM PIPE

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: GREEN

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☐ HUB ☒ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 56.57'

2) UTILITY TOP ELEVATION 51.74'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 4.83'

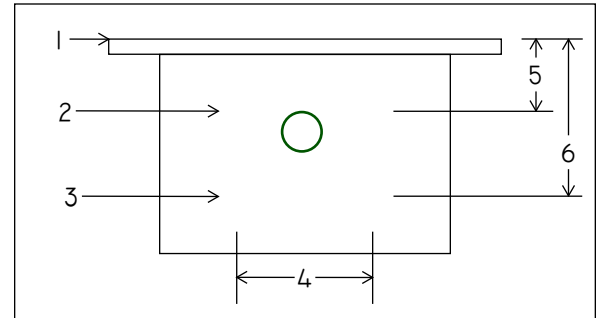
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☐ CONCRETE ☐ SOIL ☒ SURFACE COVERING DEPTH: --- IN

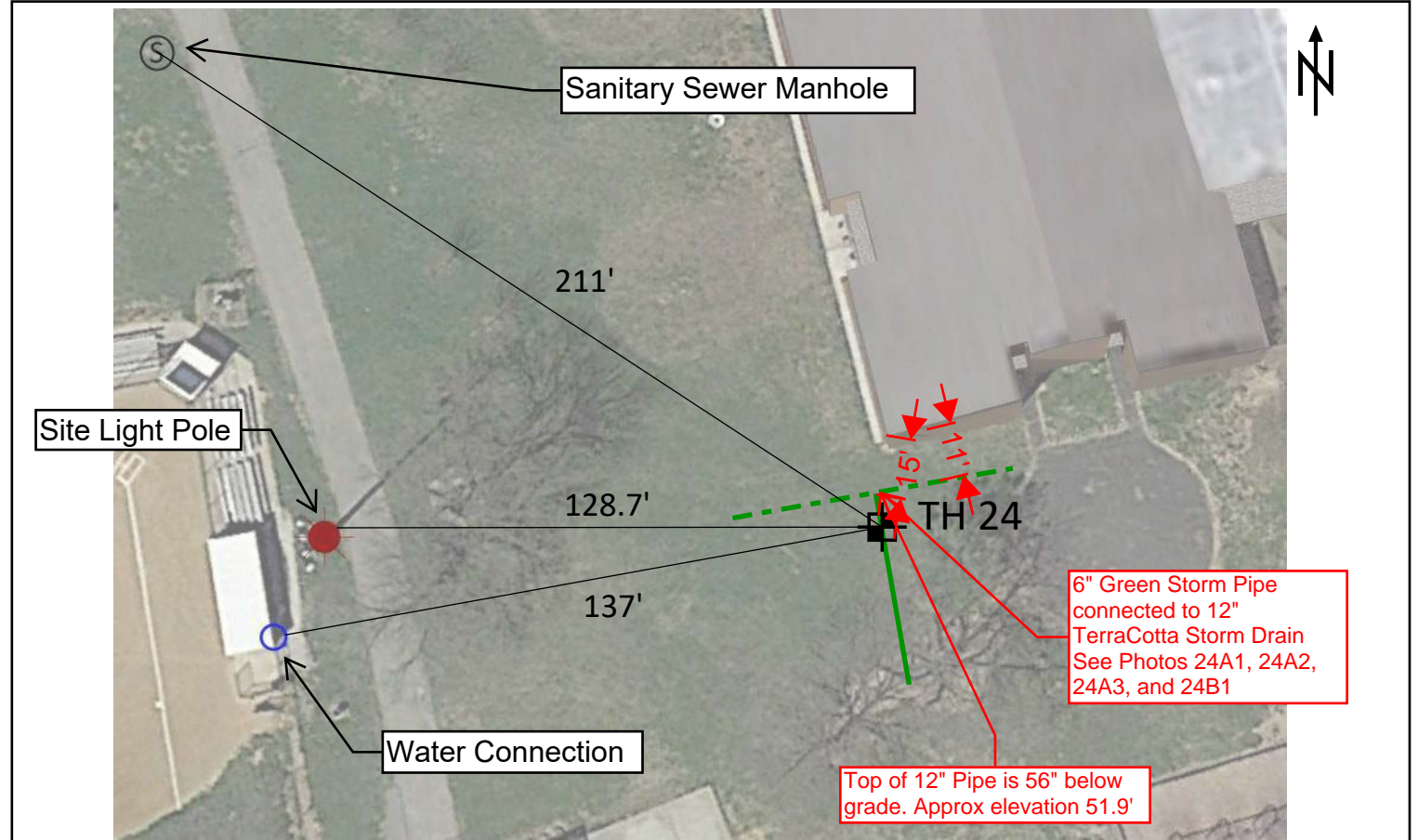
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☐ CLAY ☒ OTHER ---

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



CHECKED BY: _____
DATE: _____

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VACUUM EXCAVATION DATA SHEET
ENGLISH UNITS

SOFTDIG PROJECT #: 196150 TEST HOLE #: 25 CLIENT: EDIS DATE: 10/25/19
ONE-CALL PERMIT: --- CREW: T. JOHNSON TRUCK #: 164
CITY / COUNTY / STATE: MIDDLETOWN, NEW CASTLE, DE ROAD: E. COCHRAN ST
GENERAL LOCATION: BASEBALL FIELD PARKING LOT, 200 E. COCHRAN ST ANTICIPATED UTILITY: ---

----- TEST HOLE INFORMATION -----

ACTUAL SIZE, COLOR, MATERIAL, TYPE OF UTILITY (3) 1" BLACK ELECTRIC CABLES (DIRECT BURY)

UTILITY OWNER: SILVER LAKE ELEMENTARY SCHOOL DESIGNATION COLOR: RED

OBSERVED UTILITY CONDITION: GOOD ☒ POOR ☐ OTHER ☐

TEST HOLE MARKED BY: PK NAIL ☒ HUB ☐ X MARK ☐

PORTION OF UTILITY EXPOSED TOP ☒ HALF ☐ SIDE ☐

1) REFERENCE ELEVATION 54.07'

2) UTILITY TOP ELEVATION 50.45'

3) UTILITY BOTTOM ELEVATION ---

4) WIDTH --- TYPE: FORMED ☐ ROUGH POUR ☐ RACKED ☐

5) UTILITY TOP DEPTH FROM REFERENCE 3.64'

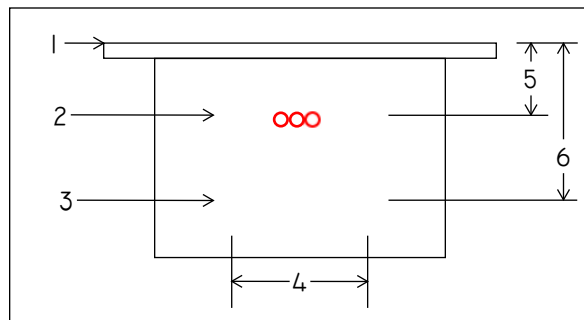
6) UTILITY BOTTOM DEPTH FROM REFERENCE ---

SURFACE COVERING TYPE: ASPHALT ☒ CONCRETE ☐ SOIL ☐ SURFACE COVERING DEPTH: A - 3 IN

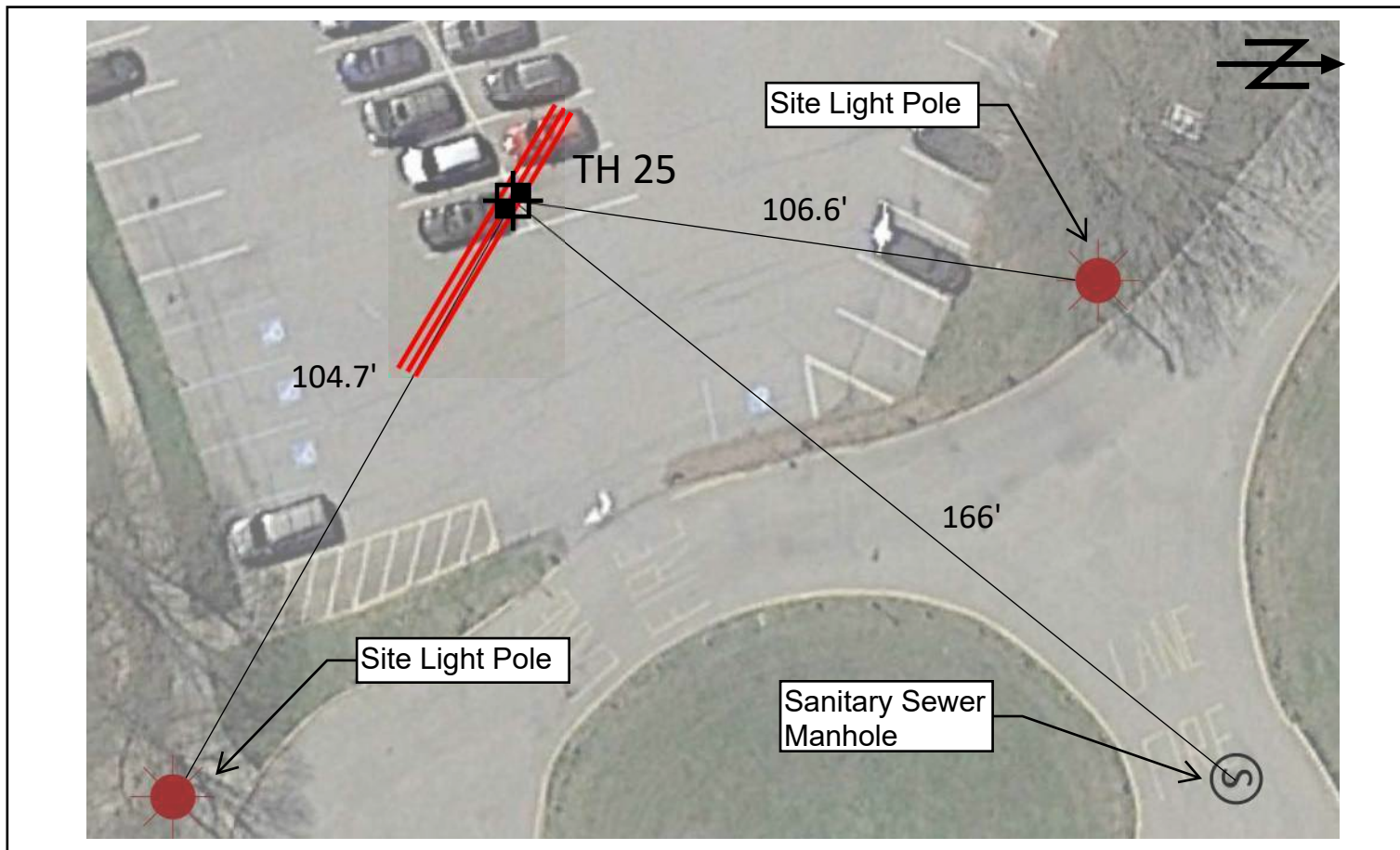
GENERALIZED SOIL PROFILE: SELECT FILL ☐ ROCK ☐ SAND ☒ CLAY ☐ OTHER

BENCHMARK ELEVATION: 55.30' DESCRIPTION: SANITARY SEWER MANHOLE

BENCHMARK ELEVATION: --- DESCRIPTION: ---



----- TEST HOLE PLAN -----



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DATE: _____

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Test hole 1 & 2



Test hole 5#

Test hole 3#



Test hole 4#



Test hole 6#



Test hole 7#



Test hole 8#



Test hole 9#



Test hole 10#



Test hole 11#



Test hole 12#



TEST HOLE #24A1



TEST HOLE #24A2



TEST HOLE #24A3



TEST HOLE #24B1

Contract: A-01: Demolition

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-01: Demolition** 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-02: Sitework

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

Alternate No. 9: Courtyard Landscaping

Add/Deduct _____ (\$ _____)

Alternate No. 10: Courtyard Irrigation

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.	Unit Price No. 1 Price per cubic yard for excavation disposal of unsatisfactory material.	_____	_____	_____	_____
2.	Unit Price No. 2 Price per square foot for replacement of 4" concrete sidewalk and stone base	_____	_____	_____	_____
3.	Unit Price No. 4 Price per square yard for full depth pavement replacement	_____	_____	_____	_____

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-02: 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 (\$_____), 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 the **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	By: _____ Authorized Signature
Attest _____	_____ Title
Witness _____	_____ Name of Surety
	_____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-03: Concrete

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 3: Add Decorative Cast Stone at Windows

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. Unit Price No. 3 Price per cubic yard for replacement of reinforced CIP conc. slab on grade	_____	_____	_____	_____

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-03: 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-04: Masonry

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 3: Add Decorative Cast Stone at Windows

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-04: 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 (\$_____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-05: Structural Steel & Miscellaneous Metals

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 4: Operable Windows

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

Alternate No. 9: Courtyard Landscaping

Add/Deduct _____ (\$ _____)

Alternate No. 11: Add FRP Doors/Frames at Classrooms into Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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: _____

(Authorized Signature)

(SEAL)

(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-05: Structural Steel & Miscellaneous 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 the **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	By: _____ Authorized Signature
Attest _____	_____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-06: Carpentry & General Work

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 3: Add Decorative Cast Stone at Windows

Add/Deduct _____ (\$ _____)

Alternate No. 4: Operable Windows

Add/Deduct _____ (\$ _____)

Alternate No. 5a: Change Gymnasium Floor to Wood (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 5b: Change Gymnasium Floor to Wood (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 7: Add Decorative Ceilings in Common Areas

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

Alternate No. 11: Add FRP Doors/Frames at Classrooms into Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-06: Carpentry & General Work** 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 the **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 _____ Witness _____	By: _____ Authorized Signature _____ Title _____ Name of Surety _____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-07: Roofing

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Appoquinimink School District
Silver Lake Elementary School Additions & Renovations
Bid Package A

December 6, 2019

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-07: 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 (\$ _____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-08: Metal Studs & Drywall

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 3: Add Decorative Cast Stone at Windows

Add/Deduct _____ (\$ _____)

Alternate No. 4: Operable Windows

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>
4.	<hr/>	<hr/>	<hr/>

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 January 14, 2020.

All the terms and conditions of **Contract: A-08: 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 (\$_____), 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 the **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	By: _____
Attest _____	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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-09: Glass & Glazing

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 3: Add Decorative Cast Stone at Windows

Add/Deduct _____ (\$ _____)

Alternate No. 4: Operable Windows

Add/Deduct _____ (\$ _____)

Alternate No. 11: Add FRP Doors/Frames at Classrooms into Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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)

Appoquinimink School District
Silver Lake Elementary School Additions & Renovations
Bid Package A

December 6, 2019

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-09: 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-10: Casework & Millwork

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of *Contract: A-10: 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-11: Folding Partitions

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-11: Folding 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 (\$_____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-12: Painting

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 11: Add FRP Doors/Frames at Classrooms into Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-12: Painting** 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-13: Acoustical Ceilings

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 6a: Add Acoustical Treatments in the Gymnasium (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 6b: Add Acoustical Treatments in the Gymnasium (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 7: Add Decorative Ceilings in Common Areas

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-13: 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 (\$ _____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-14: Flooring

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 5a: Change Gymnasium Floor to Wood (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 5b: Change Gymnasium Floor to Wood (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-14: 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-15: Resinous Flooring

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-15: Resinous 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-16: Ceramic Tile

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-16: 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 (\$_____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-17: Kitchen Equipment

BID FORM

For Bids Due: January 14, 2020 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:

\$ _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-17: 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 (\$_____), 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 the **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 _____ Witness _____	By: _____ Authorized Signature _____ Title _____ Name of Surety _____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-18: Fire Protection

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 7: Add Decorative Ceilings in Common Areas

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-18: 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 (\$_____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-19: Mechanical & Plumbing

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 7: Add Decorative Ceilings in Common Areas

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-19: Mechanical & 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 the **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	By: _____ Authorized Signature
Attest _____	_____ Title
Witness _____	_____ Name of Surety
	_____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-20: Building Management Systems

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-20: 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 (\$_____), 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 the **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	By: _____ Authorized Signature
Attest _____	_____ Title
Witness _____	_____ Name of Surety
	_____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-21: Electrical

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 5a: Change Gymnasium Floor to Wood (Alt. No. 1 – Base Bid)

Add/Deduct _____ (\$ _____)

Alternate No. 5b: Change Gymnasium Floor to Wood (Alt. No. 1 – Alternate)

Add/Deduct _____ (\$ _____)

Alternate No. 7: Add Decorative Ceilings in Common Areas

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

Alternate No. 9: Courtyard Landscaping

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-21: 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 (\$_____), 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-22: Special Systems

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-22: 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 (\$ _____), 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 the **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 _____ Witness _____	By: _____ Authorized Signature _____ Title _____ Name of Surety _____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-23: Structured Cable

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

Alternate No. 8: Add Outdoor Classroom in the Courtyard

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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 Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-23: Structured Cable** 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 the **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 _____ Witness _____	By: _____ Authorized Signature _____ Title _____ Name of Surety _____ 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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Contract: A-24: Testing & Balancing

BID FORM

For Bids Due: January 14, 2020 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: Increase the Size of the Gymnasium

Add/Deduct _____ (\$ _____)

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 (60) 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.

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
Delaware Business License
Town of Middletown Contractor's 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.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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 January 14, 2020.

All the terms and conditions of **Contract: A-24: 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 the **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, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

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 Contractor, Construction Manager as Adviser Edition, AIA Document A132 – 2009

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 50% 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
118 S. Sixth Street
P.O. Box 4010
Odessa, DE 19730

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

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

Silver Lake Elementary School
Renovate the existing school and construct approximately 24,000 square feet addition
located at 200 E. Cochran Street Middletown, DE 19709.

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

EDiS Company, Inc.
110 South Poplar Street
Wilmington, DE 19801

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

R.G. Architects
200 West Main Street
Middletown, DE 19709

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.

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TABLE OF ARTICLES

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

Per the construction schedule in Specification Section 013126

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

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.)

☒ [X] 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.)

« »

§ 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 on 25 Jan 2020 will be paid by 15 March 2020). 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 « » percent (« » %). 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 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 one hundred percent (100%) 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:

- .1 Upon completion of the work under the Contract, the Owner may release 50% 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.

(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.)

<< >>

§ 5.1.5 NOT USED Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.6 NOT USED Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 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:

As described in the contract documents.

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.)

<< >>

<< >>

<< >>

<< >>

§ 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)*

Per Section 007300, “Any or all remedies at law or in equity”

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 NOT USED

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

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.)

« » % « »

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

Keith Hopkins, Construction Project Manager
Appoquinimink School District
118 S. Sixth Street
P.O. Box 4010
Odessa, DE 19730

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

« »
« »
« »
« »
« »
« »

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document 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 General Conditions		11

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

<< >>

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

<< >>

- .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.)

Contractors Proposal/Bid Form dated _____, excluding any attachments not specifically required by 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)

Dr. Matthew Burrows, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

« »« »
(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 006113 - 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 State of Delaware, **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, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond. Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

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 State of Delaware, **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: _____

Name: _____

Title: _____

(Corporate Seal)

Witness or Attest:

SURETY

By: _____

Name: _____

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/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER SAMPLE CERTIFICATE		CONTACT NAME:		
		PHONE (A/C, No, Ext):		FAX (A/C, No):
		E-MAIL ADDRESS:		
		PRODUCER CUSTOMER ID #:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
X	GENERAL LIABILITY				X	X	XXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE			\$1,000,000	
	X	COMMERCIAL GENERAL LIABILITY								DAMAGE TO RENTED PREMISES (Ea occurrence)			\$100,000	
		CLAIMS-MADE	X	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	X	PROJECT							LOC			
X	AUTOMOBILE LIABILITY				X	X	XXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident)			\$1,000,000	
	X	ANY AUTO								BODILY INJURY (Per person)				
		ALL OWNED AUTOS								BODILY INJURY (Per accident)				
		SCHEDULED AUTOS								PROPERTY DAMAGE (Per accident)				
	X	HIRED AUTOS												
	X	NON-OWNED AUTOS												
X	X	UMBRELLA LIAB	X	OCCUR	X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE			\$5,000,000	
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE			\$5,000,000	
		DEDUCTIBLE								EACH OCCURRENCE				
		RETENTION \$								AGGREGATE				
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	X	WC STATUTORY LIMITS		OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/>									E.L. EACH ACCIDENT			\$500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EACH EMPLOYEE			\$500,000	
										E.L. DISEASE - POLICY LIMIT			\$500,000	
X	POLLUTION LIABILITY (For Hazardous material, site excavation/utility, and building envelope subcontractors)				X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH CLAIM			\$2,000,000	
	X	CLAIMS MADE FORM								POLICY AGGREGATE			\$2,000,000	
X	PROFESSIONAL LIABILITY (for all Design and Professional Service subcontractors)						XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH CLAIM			\$2,000,000	
	X	CLAIMS MADE FORM								POLICY AGGREGATE			\$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
---	--	--	--	--	--	--	--	--	--

Project:

EDiS Company, Owner; and their respective Engineers, Architects and Consultants as well as any other party as required by contract are listed as additional insureds under all policies (except Workers Compensation and Professional Liability) for all work performed by the named insured. The General Liability and Umbrella/Excess Liability aggregate shall apply on a per-project basis and all policies shall be primary and non-contributing with respects to any insurance maintained by the additional insureds. Umbrella policy follows form as respects to Additional Insured status on the CGL, Employers Liability and Automobile Liability policies. A waiver of subrogation applies in favor of the additional insureds under all policies.

➡ In addition to the above language, please provide the General Liability, On-going and Completed Operations Additional Insured endorsements with all required additional insureds listed in the Schedule box (if not a blanket policy), the Primary and Non-Contributory Endorsements, and the Waiver of Subrogation endorsements for all policies with all required additional insured entities listed (if not a blanket policy). Provide evidence of no EIFS exclusions, if within scope of work. ⬅

CERTIFICATE HOLDER

EDiS Company 110 South Poplar Street Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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)

<< >>
<< >>

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

<< >>< >>
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:

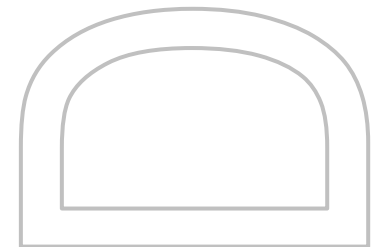
(Name, legal status and address)

<< >>< >>
<< >>

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 resumed 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.

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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
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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DIVISION OF FACILITIES MANAGEMENT

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.

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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 responsible to provide all Contract Documents (plans/specs) for their contract use. Owner will not supply documents.

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:

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- 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 two year 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 one year 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.

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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.

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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

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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 into Building Blok (EDiS' Web-Based Project Management software) 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:

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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

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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 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."

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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

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DIVISION OF FACILITIES MANAGEMENT

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

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- A. In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- B. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- D. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."
 - 1. A Payroll Report, available from the Department of Labor is to be used to provide this information.
- F. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION



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

November 19, 2019
Mr. J.D. Bartlett
EDiS Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19801

Re: Additions and Renovations to Silver Lake Elementary School, New Castle County, DE

Dear Mr. Bartlett:

I am responding to your request for a category determination for the Additions and Renovations to Silver Lake Elementary School, which is a state funded construction project located in New Castle County, DE. The work consists of Select demolition, expansion and comprehensive renovation of existing elementary school. Renovation 53,921 Square feet; New Construction: 29,045 Square feet. You estimate the total cost of construction for this project to be \$25,000,000.00.

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, 2019, 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 302-761-8317.

Sincerely,

Patrick Malone
Labor Law Enforcement Officer II
Patrick.Malone@delaware.gov
Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.92	29.46	42.87
BOILERMAKERS	71.61	36.33	53.41
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	75.54	52.62	23.19
ELECTRICAL LINE WORKERS	47.57	40.79	31.10
ELECTRICIANS	70.49	70.49	70.49
ELEVATOR CONSTRUCTORS	96.27	67.47	33.42
GLAZIERS	75.65	75.65	59.28
INSULATORS	57.88	57.88	57.88
IRON WORKERS	65.57	65.57	65.57
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	52.47	52.47	52.47
PILEDRIERS	78.02	41.17	33.30
PLASTERERS	31.22	31.22	23.14
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	55.29	60.31
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
ROOFERS-COMPOSITION	25.12	24.79	22.64
ROOFERS-SHINGLE/SLATE/TILE	19.24	22.88	17.99
SHEET METAL WORKERS	72.53	72.53	72.53
SOFT FLOOR LAYERS	53.39	53.39	53.39
SPRINKLER FITTERS	60.04	60.04	60.04
TERRAZZO/MARBLE/TILE FNRS	64.45	64.45	64.45
TERRAZZO/MARBLE/TILE STRS	71.27	71.27	71.27
TRUCK DRIVERS	32.19	28.79	21.91

CERTIFIED: 11/19/2019

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 | 302-761-8200

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

PROJECT: Additions and Renovations to Silver Lake Elementary School, New Castle County

PREVAILING WAGE DEBARMENT LIST

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

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

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

Updated: January 22, 2019

SECTION 008114 – DRUG TESTING PROGRAM AND 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 with their bid an Affidavit of Employee Drug Testing Program. A copy of the current Regulation is attached hereto.
- B. Each Contractor shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Contractor and all Subcontractors.
- C. Initial Drug Testing - Employees commencing work on a Jobsite must be tested within the past 180 days from the date of commencing work, with the exception that an Employee who has passed a random or scheduled drug test within that time frame, or an Employee who passed a pre-employment drug test administered pursuant to a Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- D. A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project. See the form attached hereto.
- E. 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 maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**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



OFFICE OF MANAGEMENT AND BUDGET

DIVISION OF FACILITIES MANAGEMENT

Statutory Authority: 29 Delaware Code, Section 6908(a)(6) (29 **Del.C.** §6908(a)(6))
19 **DE Admin. Code** 4104

FINAL

ORDER

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

The Office of Management and Budget (OMB) initiated proceedings to amend the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects (19 **DE Admin. Code** 4104). The OMB proceedings to amend regulations were initiated pursuant to 29 **Del.C.** Chapter 101 and authority as prescribed by 29 **Del.C.** Ch. 69, §6908(a)(6). A final order was issued on December 1, 2017 and became effective on January 1, 2018. This is an amendment to that final order.

SUMMARY OF THE EVIDENCE AND INFORMATION SUBMITTED

On June 1, 2017, OMB published proposed amendments related to the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects in the Delaware *Register of Regulations* (Volume 20, Issue 12). After receiving comments that led to substantive changes, OMB re-published the proposed amendments in the October 1, 2017 Delaware *Register of Regulations* (Volume 21, Issue 4). It was requested at that time that written comments from the public concerning the revised proposed regulations be delivered to OMB by November 3, 2017. OMB did not receive any written comments in response to this request. OMB then published a Final Order in the December, 2017 *Register of Regulations* (Volume 21, Issue 6) adopting and promulgating the amended regulation with an effective date for all large public works projects advertised for bid on or after January 1, 2018.

FINDINGS OF FACT

OMB finds that the proposed amended regulations as set forth in the October, 2017 *Register of Regulations* (Volume 21, Issue 4) represent a fair balance to protect management, labor and members of the public. OMB finds that by placing an effective date of January 1, 2018, it requires Prime and Subcontractors who have an existing contract having to maintain two procedures for the required testing if they are awarded a new contract. In order to mitigate that potential administrative burden and cost on those Prime and Subcontractors, the amended regulation should be effective for all projects including those already in existence as well as those advertised for bid on or before January 1, 2018.

NOW THEREFORE, under the statutory authority and for the reasons set forth above, the Director of the Delaware Office of Management and Budget does hereby ORDER that the amended Regulation be, and that it hereby is, adopted and promulgated and effective for all large public works projects. The effective date of this Order is for all large public works as of February 10, 2018.

Michael S. Jackson, Director
Office of Management and Budget

***Please note: There were no changes made to the text of the final regulation as published in the December 1, 2017 issue of the *Register of Regulations*. The text of the current regulation is reprinted below and available at <http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>.**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget ("Office"), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into

2.0 Definitions

"Consortium"/"Third Party Administrator" or "(C/TPA)" means a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the drug and alcohol testing programs of its members.

"Contractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 Del.C. §6962.

"Division of Facilities Management" and "DFM" means the Division of Facilities Management within the Office of Management and Budget.

"Drug Testing Firm" is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.

"Employee" means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor's Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "Employee" shall also include supervisors and foremen working on the Jobsite. The term "Employee" shall also include employees of a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.

"Impairment" or "Impaired" means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee's performance of the duties or tasks of the Employee's job position, including symptoms of the Employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

"Jobsite" means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, "Jobsite" does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor's or Subcontractor's obligations.

"Large Public Works Contract" means a contract for a public works construction awarded pursuant to 29 Del.C. §6962.

"Mandatory Drug Testing Program" and "Program" means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test employees for drugs in compliance with these requirements.

"Owner" is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 Del.C. §6962.

"Positive Test Result" and "Fail a Drug Test" means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to "Fail a Drug Test", unless the employee was impaired by marijuana at the Jobsite if:

- The Employee is a Registered Qualifying Patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

"Random Drug Testing" means that an Employee is chosen at random for testing without advance notice, from a pool of Employees or as a member of a Consortium. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

"Registered Qualifying Patient" means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 Del.C. §4902A(17).

"Subcontractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in Section 2.0.

3.0 Employee drug testing documentation requirements.

- 3.1 The following documentation requirements apply:
 - 3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid a signed affidavit certifying that the Contractor and Subcontractor(s) has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with this regulation.
 - 3.1.2 At least two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.
 - 3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per subsection 3.2.
 - 3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.
- 3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:
 - 3.2.1 The Program meets the minimum standards in Section 4.0 of this regulation.
 - 3.2.2 The Program provides for the frequency of testing of Employees as per Section 5.0 of this regulation:
 - 3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per Section 6.0 of this regulation.
- 3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of subsection 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation
- 3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with subsections 3.1 and 3.2, provided however that emergency work as referenced in subsection 3.1.4 may not be subject to this provision.

21 DE Reg. 503 (12/01/17)

4.0 Minimum Standards for a Mandatory Drug Testing Program

- 4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). (49 CFR Part 40).

All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.
- 4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also participate in a Consortium. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources.

- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus alcohol screening for the following:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines			
AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine	250 ng/mL.
MDMA	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.
		MDEA	250 ng/mL.
Alcohol	0.04%		

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in Section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

21 DE Reg. 503 (12/01/17)

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 180 days from the date of commencing work or an Employee who passed a pre-employment drug test administered pursuant to an Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall maintain a Program that meets or exceeds the following requirements.
- 5.2.1 All Employees will be subject to random, unannounced testing.
- 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an employee identifier from a Contractor or Sub-contractor's entire pool of employees, through those Employees working on a Public Works Jobsite or through the Contractor or Subcontractor's participation in a Consortium.
- 5.2.3 A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Contractors or Subcontractors may participate in a Consortium provided that no less than 5% of the Consortium's pool shall be subject to drug testing each month and no less than 2.5% of the Consortium's pool shall be subject to alcohol testing each month. Contractors or Subcontractors with less than 10 employees that do not participate in a Consortium shall test at least one of their employees, selected randomly per month. Each employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once. Nothing in this regulation shall require an Employee of a Contractor or Subcontractor not working or assigned to a Public Works Jobsite to be subject to random alcohol testing.
- 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
- 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.0.

- 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug and/or alcohol test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug and/or alcohol test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
- 5.4 Return to Duty Testing – As required in Section 6.0.
- 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.
- 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
- 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, report to a testing center as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite and shall be subject to consequences in Section 6.0.
- 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

21 DE Reg. 503 (12/01/17)

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's Program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:
- 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
- 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.
- 6.1.3 The Employee is subject to unscheduled monthly random testing as per subsection 5.2.
- 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
- 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
- 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite
- 6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.
- 6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

21 DE Reg. 503 (12/01/17)

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

- 7.1 During the term of the contract:
- 7.1.1 During the term of the contract, Contractors and Subcontractors on the Jobsite for more than 30 days shall maintain testing data that includes but is not limited to the data elements contained in subsection 7.1.2:
- 7.1.1.1 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in subsection 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.

7.1.2 The data shall at a minimum contain the following elements:

- 7.1.2.1 The number of Employees who worked on the Jobsite during the previous month or quarter.
- 7.1.2.2 The number of Employees subjected to random testing during the previous month or quarter.
- 7.1.2.3 The number of negative results and the number of positive results.
- 7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.

7.1.3 Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project.

7.1.4 Any Positive Test Result of an Employee working on a Public Works Jobsite including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner in writing within 24 hours of the Contractor or Subcontractor receiving the test results.

7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices or by other means to make the data available for inspection by the Owner.

7.1.6 The failure to comply with these reporting requirements may be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

21 DE Reg. 503 (12/01/17)

8.0 Penalties

8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1st offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

19 DE Reg. 207 (09/01/15)

21 DE Reg. 503 (12/01/17)

21 DE Reg. 645 (02/01/18) (Final)

SECTION 012100 - ALLOWANCES1. 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.

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 that 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

- A. **Unit Price No. 1:** Price per cubic yard for excavation and disposal of unsatisfactory material and furnishing select fill to include placing, compacting and finishing.
- B. **Unit Price No. 2:** Price per square foot for 4" concrete sidewalk and stone subbase. This price includes the demolition and removal of existing sidewalk and subbase; and preparation of subgrade.
- C. **Unit Price No. 3:** Price per cubic yard for reinforced concrete slab-on-grade inside the building. This price includes the demolition and removal of existing concrete and subbase; and preparation of subgrade.
- D. **Unit Price No. 4:** Price per square yard for full depth pavement section as shown. This price includes the demolition and removal of existing paving and subbase, preparation of existing subgrade, placement of new asphalt paving, and restriping in kind.

END OF SECTION

SECTION 012300 - ALTERNATES1. 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, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

- A. State in the Bid Form, where applicable, the amount to be added to or deducted from the amount of 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: Increase the Size of the Gymnasium

- a. Base Bid: No additional work is required. Contractors will bid on the gymnasium as shown on the drawings.
- b. Alternate: Increase the size of the gymnasium by 1,240 square feet.

Alternate No. 2a: Change Veneer on Gymnasium (Alt. No. 1 – Base Bid)

- a. Base Bid: Provide a 6 foot high brick veneer water table with fiber cement siding above on the gymnasium walls as shown, if not selecting Alternate No. 1.
- b. Alternate: Delete the fiber cement siding and extend the brick veneer full height of the walls on the gymnasium, if not selecting Alternate No. 1.

Alternate No. 2b: Change Veneer on Gymnasium (Alt. No. 1 – Alternate)

- a. Base Bid: Provide a 6 foot high brick veneer water table with fiber cement siding above on the gymnasium walls as shown, if selecting Alternate No. 1.
- b. Alternate: Delete the fiber cement siding and extend the brick veneer full height of the walls on the gymnasium, if selecting Alternate No. 1.

Alternate No. 3: Add Decorative Cast Stone at Windows

- a. Base Bid: Provide brick jambs, heads, and sills at the new and replacement windows. Provide decorative cast stone jambs, heads, and sills at the main entrance to the school and new gymnasium.
- b. Alternate: Provide decorative cast stone jambs, heads, and sills at the new and replacement windows.

Alternate No. 4: Operable Windows

- a. Base Bid: Provide non-operable windows at the existing building and additions as shown on the drawings.
- b. Alternate: Provide operable windows at the existing building and additions as shown on the drawings.

Alternate No. 5a: Change Gymnasium Floor to Wood (Alt. No. 1 – Base Bid)

- a. Base Bid: Provide an LVT floor in the new gymnasium, if not selecting Alternate No. 1.
- b. Alternate: Change the floor from LVT to wood in the new gymnasium, if not selecting Alternate No. 1.

Alternate No. 5b: Change Gymnasium Floor to Wood (Alt. No. 1 – Alternate)

- a. Base Bid: Provide an LVT floor in the new gymnasium, if selecting Alternate No. 1.
- b. Alternate: Change the floor from LVT to wood in the new gymnasium, if selecting Alternate No. 1.

Alternate No. 6a: Add Acoustical Treatments in the Gymnasium (Alt. No. 1 – Base Bid)

- a. Base Bid: No work is required.
- b. Alternate: Add acoustical treatments in the gymnasium, if not selecting Alternate No. 1.

Alternate No. 6b: Add Acoustical Treatments in the Gymnasium (Alt. No. 1 – Alternate)

- a. Base Bid: No work is required.
- b. Alternate: Add acoustical treatments in the gymnasium, if selecting Alternate No. 1.

Alternate No. 7: Add Decorative Ceilings in Commons Areas

- a. Base Bid: No work is required.
- b. Alternate: Add decorative ceilings in the classroom commons areas

Alternate No. 8: Add Outdoor Classroom in the Courtyard

- a. Base Bid: Provide concrete sidewalks in the courtyard shown as base bid.
- b. Alternate: Provide concrete at the outdoor classroom, benches, and trash receptacles in the courtyard indicated on the drawings. This shall include the benches and trash receptacles.

Alternate No. 9: Courtyard Landscaping

- a. Base Bid: Provide a sodded lawn area in the courtyard. The areas shown to receive landscaping and stone mulch will be sodded.
- b. Alternate: Delete the sod at the landscaped and stone mulch areas and provide landscaping and stone mulch in the courtyard indicated on the drawings.

Alternate No. 10: Courtyard Irrigation

- a. Base Bid: No work is required.
- b. Alternate: Provide an irrigation system to irrigate the sod and landscaped areas in the courtyard indicated on the drawings.

Alternate No. 11: Add FRP Doors/Frames at Classrooms into Courtyard

- a. Base Bid: Provide FRP doors into the courtyard from corridors only.
- b. Alternate: Provide FRP doors and frames from the classrooms into the courtyard.

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES1. 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.

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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

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.

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 at the start of the job.
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 Invoice:

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 MEETINGS1. 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
 - Concrete Curbs, Gutters, & Sidewalks
- Landscaping
- Site Utilities
- Demolition
- Foundations & Concrete Slabs
- Underslab Utilities
- Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
- Roofing OSHA mandated Safety Meeting
- Building Envelope

- Exterior Structural Stud Assembly
 - Masonry & Stone
 - Curtain Wall/Glazing/Storefronts
- Doors/Frames/Hardware
- Interior Glass and Glazing
- Finish Carpentry & Millwork
- Acoustical Ceilings/Acoustical Wall Panels
- Paint and VWC
- Flooring (VCT, Carpet)
- Kitchen Equipment
- Playground Surface and Equipment
- Partition Walls
 - Metal Studs
 - Drywall
 - Insulation
 - Doors/Frames/Hardware
- Folding Partitions
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
 - Ansul System
- MEP Coordination
 - Mechanical Piping Rough-in
 - Plumbing Rough-in
 - Insulation
 - Electrical Rough-in
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning
- Voice/Data Low Voltage Wiring
- Security System
- Audio-Visual Equipment
- Owner Furnished Equipment
- Final Cleaning

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: _____
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 *(PM/FM SHOULD ATTACH A SHORT INTERVAL SCHEDULE)*

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 SYSTEM1. 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 A201 – 2007 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.

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- 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 SCHEDULE1. 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.
- D. Every Contractor shall be required to work two (2) shifts per day, in accordance with the project schedule prepared by the Construction Manager. The time limits, deadlines and shift work identified in the project schedule and by the Construction Manager, shall be mandatory. Time shall be of the essence in the Contractor's performance of the work. By submitting a bid, Contractor certifies that its bid includes any and all costs associated with working two shifts, including, but not limited to, the cost of supervision. Contractor shall ensure that productivity is maintained through both shifts. Contractor shall assign sufficient manpower to both its first and second shift to perform the work required by the project schedule, or as directed by the Construction Manager. Contractor acknowledges that Construction Manager may modify, change or alter the sequence, duration, start dates, completion dates to maintain the progress of the work. Contractor agrees to perform the work in accordance with the revised schedules and that modification of the schedule or sequence of the work by the Construction Manager shall not be the basis of any claim by the Contractor for damages or costs. If the Construction Manager, in its sole and absolute discretion, determines that Contractor is not supplying sufficient manpower to maintain the progress of the work, Construction Manager may, upon providing Contractor with 24 hours' written notice, provide whatever labor, equipment or

materials the Construction Manager deems necessary for the completion of the Contractor's work, or any part thereof, and charge the cost thereof to the Contractor , who shall be liable for the payment of same, including 20% Construction Management fee and attorney's fees, or deduct the cost thereof from any monies then due of thereafter to become due to the Contractor. Every Contractor shall, as directed by the Construction Manager, prepare and provide two week (2-week) look-ahead schedules of its intended manpower, including the number of men, classification and anticipated work to be accomplished.

END OF SECTION

SECTION 013219 - SUBMITTAL REGISTER1. 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

SECTION 013226 - CONTRACTOR DAILY REPORTS

1. CONTRACTOR DAILY REPORTS

- A. The Contractor 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 Contractor 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 Contractor 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 Contractor 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

Foreman's Name (Print)

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
	TOTAL			

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.

Please See Other Side

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
- ☐ _____

PU09, 4/14

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 PROCEDURES1. 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 eight (8) copies. Four (4) will be retained by the Architect, the Construction Manager and the Consultants. Four (4) will be reviewed, marked and stamped by the Architect and returned to the Contractor by the Construction Manager. Any additional copies required by the Contractor shall be made by him from the stamped copy.
3. Samples: Submit four (4) each. 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. Use 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 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. Crystalline Silica Exposure Control Plan - Affected Contractors must provide a Written Exposure Control Plan for Respirable Crystalline Silica, meeting Subpart Z of the OSHA Construction Industry Regulations, that ensures each employee covered by this section of the Regulations can demonstrate knowledge and understanding meeting the requirements of the regulation, identify the competent person designated by the employer in accordance with the section, and otherwise comply with the requirements of this section of the Regulations.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.
- I. 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.
- J. 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 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:	Applicable to		
Contractor:	Subcontractor	Foreman	Competent Person
	(yes / no)		(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			
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

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 014500 - QUALITY CONTROL1. 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. Special Instructions:
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 015113 - TEMPORARY ELECTRICITY1. GENERALA. RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 16 or 26.

B. DESCRIPTION OF SYSTEM

1. Power Source

- a. Suppliers: **Town of Middletown**
- b. The Construction Manager shall provide 480/277 volt, three phase, 60 cycle power service to the site.
- c. The Construction Manager will make all arrangements for bringing the power supply to the site and for installation of appropriate temporary transformers to provide for the power supply in 1.B.1.b, above.
- d. The source will be adequate to service temporary electrical needs of the proposed construction.

2. Electrical Service

- a. Contractor will be responsible to pay for all costs associated with providing electrical service from the power source to their respective site office, temporary storage facilities or temporary construction buildings as appropriate.
- b. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.B.2.c, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.B.2.c, below.
- c. The Construction Manager or Electrical Contractor, as provided in 1.B.2.b, above, shall install temporary electric service for items below, throughout the construction period, such that power can be secured at any desired point with no more than a 60 foot extension:

- (1) Power Centers for miscellaneous tools and equipment used in the

construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection.

(2) Adequate lighting for safe working conditions shall be provided and maintained on a 24 hour per day basis throughout the building, tunnels, and stairways per OSHA requirements. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.

(3) Power for testing and checking equipment must be supplied.

3. Capacity

- a. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
- b. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.

4. Power Costs

- a. The Construction Manager will pay all costs of temporary electrical power used during construction.
- b. The Owner will pay all costs of power used in the permanent wiring.

C. REQUIREMENTS AND REGULATORY AGENCIES

- 1. The Electrical Contractor will obtain permits as required by local governmental authorities.
- 2. The temporary electrical service shall comply with National Electrical Code, 1990 Edition and applicable local codes and utility regulations.

D. USE OF PERMANENT SYSTEM

- 1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of the Work.
- 2. Contractors shall leave permanent electrical services in a condition as good as new and clean.

2. PRODUCTS

A. MATERIALS

1. General

- a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

2. Conductors

- a. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.
- b. Use only UL labeled wire and devices.

B. EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

3. EXECUTIONA. GENERAL

1. Install all work with a neat and orderly appearance.
2. Make structurally sound throughout.
3. Maintain to give continuous service and to provide safe working conditions.
4. Modify temporary power and light installation as job progress requires.

B. INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.

C. REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.
2. Repair all damage caused by the installation and restore to satisfactory condition.

END OF SECTION

SECTION 015123 - TEMPORARY HEATING, COOLING AND VENTILATING1. GENERAL

A. RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113
2. Temporary Facilities: Section 015200
3. Heating Requirements for Cold Weather Installation and Protection of Materials:
Respective specification section for each item of work.

B. DEFINITIONS

1. Temporary Enclosures: Sufficient preliminary enclosures of an area of structure, or of an entire building, to prevent entrance or infiltration of rain water, wind or other elements and which will prevent undue heat loss from within enclosed area.
2. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with Contract Documents, either for a portion of structure, or for an entire building.

C. DESCRIPTION OF SYSTEM

1. Prior to the building or portion of building being permanently enclosed, the contractor shall provide temporary heat and ventilation and weather protection necessary for its work, as described below. After permanent enclosure, the Construction Manager will arrange for and coordinate temporary heat and ventilation in enclosed areas required to:
 - a. Facilitate progress of Work.
 - b. Protect Work and products against dampness and cold.
 - c. Prevent moisture condensation on surfaces.
 - d. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.
 - e. Provide adequate ventilation to meet health regulations for safe working environment.

2. Temperatures Required

- a. Generally, 24 hours a day: Minimum of 40 degrees F.
- b. 24 hours a day during placing, setting and curing of cementitious materials:
As required by specification section for each product.
- c. 24 hours a day, seven days prior to, and during, placing of interior finishes:
woodwork, resilient floors, painting and finishing: As required by
specification section for each product.
- d. 24 hours a day after application of finishes, and until Substantial Completion:
Minimum of 50 degrees F.

3. Ventilation Required:

- a. Contractors shall prevent hazardous accumulations of dusts, fumes, mists,
vapors or gases in areas occupied during construction.
 - (1) Provide local exhaust ventilation to prevent harmful dispersal of
hazardous substances into atmosphere of occupied areas.
 - (2) Dispose of exhaust materials in manner that will not result in harmful
dispersal of hazardous substances into atmosphere of occupied areas.
 - (3) Continuously ventilate storage spaces containing hazardous or volatile
materials.
 - (4) Contractor must provide and use equipment which is furnished with
Exhaust Purifiers/Scribbers or is electrically power driven when any such
equipment produces airborne containments and will be used in an
enclosed building.
 - (5) The Contractor shall verify air quality by the use of air monitoring
equipment and document the 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 those four
gasses, Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible
gasses.
4. Contractors shall provide adequate ventilation for:
- a. Curing installed materials.
 - b. Dispersal of humidity.

c. Temporary sanitary facilities.

5. Duration of Operations:

a. For Personnel:

(1) At all times personnel occupy an area subject to hazardous accumulations of harmful elements.

(2) Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.

b. For curing installed materials: As required by specification section for respective materials.

c. For humidity dispersal: Continuously ventilate to provide suitable ambient conditions for work.

d. The Contractor shall maintain supervision and operation of temporary heating and ventilating equipment in order to:

(1) Enforce conformance with applicable codes and standards.

(2) Enforce safe practices.

(3) Prevent abuse of services.

D. COSTS OF INSTALLATION AND OPERATION

1. The Contractor shall be responsible for all installation and operating costs for any heat and ventilation as required in this section until the permanent HVAC system is in operation.

2. After the permanent HVAC system is operational, the Owner will pay the costs of fuel for temporary heat and ventilation. The Contractor will pay the costs for maintaining the system until final acceptance by the Owner.

3. The Contractor shall be responsible for all installation and operating costs for any heat required to supplement that which is to be supplied by the Construction Manager in 1.C.1, above.

E. REQUIREMENTS OF REGULATORY AGENCIES

1. The Construction Manager will obtain and pay for permits as required by governing authorities for those activities required by this Section.

2. Contractor shall comply with Federal, State and local codes, and utility company regulations.

2. PRODUCTS

A. MATERIALS

1. General

- a. Materials may be new or used, but must be adequate for purposes intended and must not create unsafe conditions nor violate requirements of applicable codes.

B. EQUIPMENT

1. Standard products, meeting code requirements.
2. Provide required facilities, including piping, wiring and controls.
3. Portable Heater: Standard Units, meeting code requirements.
 - a. Safety Controls against explosion, overheating, and carbon monoxide build up.
 - b. Vent direct-fired units to outside.
 - c. Provide adequate combustion air.
4. Oil-Fired heaters will not be allowed.

3. EXECUTION

A. GENERAL

1. Comply with applicable sections of Division 15 - Mechanical.
2. Install work in neat and orderly manner.
3. Make structurally, mechanically and electrically sound throughout.
4. Maintain to give safe, continuous service at required times and to provide safe working conditions.
5. Modify and extend system as work progress requires.

B. INSTALLATION

1. Locate units to provide equitable distribution of heat and air movements.
2. Locate to avoid interference with, or hazards to:
 - a. Work or movement of personnel.
 - b. Traffic areas.
 - c. Materials handling.
 - d. Storage areas.
 - e. Work of other Contractors.
 - f. Finishes.

C. OPERATION OF PERMANENT EQUIPMENT

1. The Construction Manager will coordinate with Contractor.
2. The Contractor will place permanent HVAC system in operation only upon written authorization by the Construction Manager.
3. Before operating the permanent HVAC equipment, the Contractor shall confirm to the Construction Manager that:
 - a. Inspection has been made by proper authorities.
 - b. Systems, equipment piping, strainers, filters and associated operating items are sufficiently complete, cleaned, and ready for operation.
 - c. Controls and safety devices are complete and tested, or adequate temporary controls are provided.
 - d. Before operating the permanent HVAC equipment, the Contractor shall install temporary filters:
 - (1) For air handling units.
 - (2) For permanent ducts.

D. REMOVAL

1. The Contractor shall completely remove temporary materials and equipment when no longer required, or on completion of construction.

2. The Contractor shall clean and repair damage caused by temporary installation, and restore equipment to specified or original condition.
3. The Contractor shall remove temporary filters and install new filters, or clean permanent filters, in the permanent HVAC system prior to final acceptance by the Owner.

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS1. GENERALA. 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.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113.

2. FACILITIESA. 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. He 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 provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager depending on the stage of construction of the incoming water service. Contractor shall provide and maintain all hoses, piping and valves as required for obtaining construction water from taps provided by the Construction Manager.

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 Construction Manager (*PM Note – Change Construction Manager to the name of the contractor that is assigned this work in Section 011100, e.g. Carpentry & General Work*) 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 Construction Manager 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, whichever 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 provide the following security measures at the site: security lighting will be provided.
2. All other safety and 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 a trash chute.
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 Masonry Contractor must purchase and supply their own individual dumpster for masonry debris and trash associated with new construction.

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. TEMPORARY HEAT

1. Contractor shall provide temporary heat as required for its operations. Once a building has reached the "Permanent Enclosure" stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
2. Equipment and methods of temporary heating shall be reported to the Construction Manager.

U. PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

V. 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.

W. DUST PROTECTION

1. Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

X. 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.

Y. 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 EQUIPMENT1. 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. The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certified that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
2. Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

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3. 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.
 4. 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.
 5. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
 6. 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.

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

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 Transition Engineering Surveying, LLC. This information has been included in this Bid Pac.

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 017329 - CUTTING AND PATCHING1. GENERAL

- A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- C. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- D. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- E. Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
 - 1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
 - 2. Exterior wall materials, ie., curtain wall
 - 3. Finish floor materials, ie., substrate, carpet, ceramic tile
 - 4. Walls
 - 5. Ceilings
- F. Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- A. General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

3. EXECUTION

- A. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Temporary Support: To prevent failure provide temporary support of work to be cut.
- C. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- D. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 - 1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 - 1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

SECTION 017700 – CONTRACT CLOSEOUT1. 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. Reinspection Procedure: The Architect/Engineer will reinspect 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 reinspection, 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. To obtain this certificate, the contractor will be required to provide the Division of Revenue with the completed State Form 8821 DE along with a processing fee of \$40.
- 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

**DELAWARE
FORM 8821DE****Authorization to Release Tax Information****Page 1**

Completion and submission of this form authorizes the Delaware Division of Revenue to release confidential information of the Taxpayer(s) named below to the authorized person(s) or organization named below for the tax type(s) specified below. This form does not give Power of Attorney and does not grant the authorized person(s) or organization any powers of representation. Unauthorized disclosure of tax information is a criminal offense.

Read the instructions below before completing this form.

Social Security or Federal Employer ID number

Your name or name of entity

Spouse's name, if joint (or corporate officer, partner or fiduciary if a business)

Spouse's Social Security number (if a joint return)

Street address

City

State

ZIP Code

I authorize the following person or organization to inspect and/or receive private and non-public information in regard to the tax types and periods provided below.

Name of person or organization to receive tax information

Name of firm (if applicable)

Street address

City

State

ZIP Code

Phone Number

Fax Number

The above person or organization is authorized to receive the following tax information (check all that apply):

Type of Tax

Year(s) or Period(s)

Individual Income

from

to

Corporate Income

from

to

Pass-through Return

from

to

Gross Receipts

from

to

Withholding

from

to

Other (please specify):

from

to

The authorization to release tax information is not valid until it is signed and dated. It will expire 60 days after the information is released. By signing this form, I hereby certify that the Delaware Division of Revenue is authorized to release any and all confidential information concerning the above mentioned release any and all confidential information concerning the above mentioned Taxpayer under penalty of law. A copy of this form will be mailed to the individual(s) authorizing the release.

Your Signature

Date

Spouse's Signature (if joint)

Date

Print Name

Print Spouse's Name (if joint)

Print Title (if applicable)

Phone

Phone

Mail to: Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801

Form 8821DE Instructions**Purpose of this form**

You must complete, sign and return this form if you want to authorize a person or organization to inspect and/or receive certain private or nonpublic information concerning your state taxes. By completing and signing this form, you are authorizing the Division of Revenue to release tax information to the person or organization you have indicated. Revenue will accept copies of the form, including those from a FAX machine. This authorization will expire 60 days after the information is released to the person or organization you have indicated.

Your Signature

The authorization to release tax information is not valid until it is signed and dated. Your spouse must also sign if joint returns are listed. Your signature at the bottom of this form authorizes the individual or organization you designate to only be able to inspect and/or receive confidential tax information on your behalf.

Questions?

If you have questions on how to complete this form or to fax this form, call (302) 577-8200 for a staff contact who will provide you with a fax number. You must include a Division of Revenue contact name on all faxed authorization forms.