PROJECT MANUAL

FOR

BRANDYWINE SCHOOL DISTRICT

CLAYMONT ELEMENTARY SCHOOL RENOVATION

BRANDYWINE SCHOOL DISTRICT — **OWNER**
1311 BRANDYWINE BOULEVARD
WILMINGTON, DELAWARE 19809

ABHA ARCHITECTS — **ARCHITECTS**
1621 N. LINCOLN STREET
WILMINGTON, DELAWARE 19806
(302) 658-6426 FAX (302) 658-8431

VANDEMARK & LYNCH — **CIVIL ENGINEERS**
4305 MILLER ROAD
WILMINGTON, DELAWARE
(302) 764-7635 FAX (302) 764-4170

BAKER INGRAM & ASSOCIATES — **STRUCTURAL ENGINEERS**
366 E. MAIN STREET
NEWARK, DELAWARE 19711
(302) 456-1757 FAX (302) 456-1759

FURLOW ASSOCIATES, INC. — **MECHANICAL/ELECTRICAL ENGINEERS**
1206 SOCIETY DRIVE
CLAYMONT, DELAWARE 19703
(302) 798-3515 FAX (302) 798-9799

CORSI ASSOCIATES — **FOOD SERVICE CONSULTANT**
1489 BALTIMORE PIKE
SPRINGFIELD, PENNSYLVANIA 19064
(610) 541-0822 FAX (610) 541-0824

REVISION — **LEED CONSULTANT**
133 GRAPE STREET
PHILADELPHIA, PENNSYLVANIA 19064
(215)482-1133

WHITING-TURNER CONTRACTING COMPANY — **CONSTRUCTION MANAGER**
131 CONTINENTAL DRIVE, SUITE 404
NEWARK, DELAWARE 19713
(302) 292-0676

ABHA PROJECT NUMBER: 1630
DATE: November 7, 2018

BID PAC B
ISSUED FOR BID
Volume 1 of 2
Divisions 0 - 1

ABHA architects
1621 N. Lincoln St.
Wilmington, DE 19806
(P)302.658.6426
(F)302.658.8431
abhagen@ABHA.com
www.ABHA.com

TABLE OF CONTENTS

VOLUME 1

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 15	DRAWING LIST
00 11 00	ADVERTISEMENT FOR BIDS
00 11 10	INVITATION TO BID
00 21 13	INSTRUCTIONS TO BIDDERS
00 40 00	BID FORM
00 43 00	BID BOND
00 43 20	REQUIREMENTS FOR APPROVAL FOR LISTING AS SUBCONTRACTOR
00 43 50	LIST OF SUBCONTRACTORS OR MATERIAL SUPPLIERS
00 52 00	STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 54 13	SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 60 00	PERFORMANCE BOND
00 61 00	PAYMENT BOND
00 62 00	APPLICATION & CERTIFICATE FOR PAYMENT
00 62 50	SUMMARY OF CONTRACTORS APPLICATION FOR PAYMENT
00 70 00	GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION
00 73 00	SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT
00 73 50	GENERAL REQUIREMENTS
00 74 00	DELAWARE PREVAILING WAGE RATES & REPORTING FORM

DIVISION 01 - GENERAL REQUIREMENTS

01 12 00	SUMMARY OF CONTRACTS / SCOPES OF WORK
01 12 00-01	GENERAL SCOPE OF WORK
01 23 00	ALTERNATES
01 25 00	CONTRACT MODIFICATION PROCEDURES
01 26 50	CHANGE ORDER REQUEST SUBMISSION FORMAT
01 29 00	PAYMENT PROCEDURE
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 31 10	PROJECT COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 10	CONSTRUCTION SCHEDULE
01 35 00	SPECIAL PROJECT PROCEDURES
01 35 20	SAFETY REQUIREMENTS AND LOSS CONTROL
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 77 50	CLOSEOUT REQUIREMENTS
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS
01 81 14	VOC LIMITS
01 81 19	INDOOR AIR QUALITY REQUIREMENTS
01 91 10	SPECIFIC COMMISSIONING PLAN - CONTRACT DOCUMENTS PLAN

VOLUME 2

DIVISION 02 - EXISTING CONDITIONS

02 41 00 DEMOLITION

DIVISION 03 - CONCRETE

03 20 00 CONCRETE REINFORCING
03 30 00 CAST-IN-PLACE CONCRETE

DIVISION 04 - MASONRY

04 05 11 MORTAR AND MASONRY GROUT
04 20 00 UNIT MASONRY
04 72 00 CAST STONE MASONRY

DIVISION 05 - METALS

05 12 00 STRUCTURAL STEEL FRAMING
05 40 00 COLD-FORMED METAL FRAMING
05 50 00 METAL FABRICATIONS
05 51 00 METAL STAIRS
05 52 13 PIPE AND TUBE RAILINGS
05 75 00 DECORATIVE FORMED METAL

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00 ROUGH CARPENTRY
06 20 00 FINISH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 11 13 BITUMINOUS DAMPPROOFING
07 13 00 SHEET WATERPROOFING
07 21 00 THERMAL INSULATION
07 21 29 SPRAYED INSULATION
07 25 00 WEATHER BARRIERS
07 26 17 UNDER-SLAB VAPOR BARRIER/RETARDER
07 26 40 SPRAY POLYURETHANE FOAM INSULATING AIR BARRIER
07 42 13 METAL WALL PANELS
07 42 33 PHENOLIC WALL PANELS
07 53 00 ELASTOMERIC MEMBRANE ROOFING
07 54 19 PVC THERMOPLASTIC SINGLE-PLY ROOFING
07 62 00 SHEET METAL FLASHING AND TRIM
07 71 00 ROOF SPECIALTIES
07 72 00 ROOF ACCESSORIES
07 81 00 APPLIED FIREPROOFING
07 81 23 INTUMESCENT MASTIC FIREPROOFING
07 84 00 FIRESTOPPING

07 92 00 JOINT SEALANTS
07 95 13 EXPANSION JOINT COVER ASSEMBLIES

DIVISION 08 - OPENINGS

08 11 13 HOLLOW METAL DOORS AND FRAMES
08 14 16 FLUSH WOOD DOORS
08 17 00 INTEGRATED DOOR OPENING ASSEMBLY
08 36 13 SECTIONAL DOORS
08 43 13 ALUMINUM FRAMED STOREFRONTS
08 44 13 GLAZED ALUMINUM CURTAIN WALLS
08 51 13 ALUMINUM WINDOWS
08 62 50 TUBULAR DAYLIGHTING DEVICES
08 70 00 DOOR HARDWARE SCHEDULE
08 71 00 DOOR HARDWARE
08 80 00 GLAZING

DIVISION 09 - FINISHES

09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION
09 21 16 GYPSUM BOARD ASSEMBLIES
09 30 00 TILING
09 51 00 ACOUSTICAL CEILINGS
09 52 00 SPECIALTY CEILING SYSTEMS
09 54 23 LINEAR METAL CEILINGS
09 65 00 RESILIENT FLOORING
09 66 16 PRECAST CEMENT TERRAZZO TREADS AND LANDINGS
09 66 23 EPOXY-RESIN TERRAZZO FLOORING
09 68 13 TILE CARPETING
09 68 16 SHEET CARPETING
09 72 00 WALL COVERINGS
09 81 00 ACOUSTICAL INSULATION
09 84 00 ACOUSTIC ROOM COMPONENTS
09 91 13 EXTERIOR PAINTING
09 91 23 INTERIOR PAINTING
09 93 00 REFINISHING WOOD FLOORING

DIVISION 10 - SPECIALTIES

10 11 01 VISUAL DISPLAY BOARDS
10 21 13 PLASTIC TOILET COMPARTMENTS
10 22 39 FOLDING PANEL PARTITIONS
10 22 41 OPERABLE GLASS PARTITIONS
10 26 00 WALL AND DOOR PROTECTION
10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
10 44 00 FIRE PROTECTION SPECIALTIES
10 51 00 LOCKERS
10 82 10 ALUMINUM EQUIPMENT SCREEN

DIVISION 11 - EQUIPMENT

11 40 00 FOODSERVICE EQUIPMENT
11 52 13 PROJECTION SCREENS
11 66 23 GYMNASIUM EQUIPMENT

DIVISION 12 - FURNISHINGS

12 34 00 LAMINATE CLAD CASEWORK
12 36 00 COUNTERTOPS, BACKSPLASHES, AND WINDOW STOOLS
12 61 13 FIXED AUDIENCE SEATING
12 66 13 TELESCOPING BLEACHERS

DIVISION 14 – CONVEYING EQUIPMENT

14 21 00 ELECTRIC TRACTION ELEVATORS

DIVISION 21- FIRE SUPPRESSION

21 00 00 FIRE SUPPRESSION
21 13 00 FIRE SUPPRESSION SPRINKLER SYSTEMS

DIVISION 22 - PLUMBING

22 00 00 PLUMBING
22 05 00 COMMON WORK RESULTS FOR PLUMBING
22 05 93 TESTING – PLUMBING
22 05 94 BALANCING - PLUMBING
22 07 00 PLUMBING INSULATION
22 10 00 PLUMBING PIPING
22 13 00 FACILITY SANITARY SEWERAGE
22 30 00 PLUMBING EQUIPMENT
22 42 00 COMMERCIAL PLUMBING FIXTURES

DIVISION 23 - HVAC

23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
23 05 00 COMMON WORK RESULTS FOR HVAC
23 05 23 GENERAL DUTY VALVES FOR HVAC PIPING
23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT
23 05 93 TESTING, ADJUSTING, & BALANCING FOR HVAC
23 07 00 HVAC INSULATION
23 09 00 INSTRUMENTATION AND CONTROL FOR HVAC
23 10 00 FACILITY FUEL SYSTEMS
23 23 00 REFRIGERATION PIPING
23 23 90 HEAT RECOVERY WITH SIMULTANEOUS HEATING & COOLING
23 30 00 HVAC AIR DISTRIBUTION
23 34 00 HVAC FANS
23 72 00 AIR-TO-AIR RECOVERY EQUIPMENT
23 72 23 PACKAGED AIR-TO-AIR ENERGY RECOVERY UNITS
23 72 50 AIR PURIFICATION SYSTEM

23 75 00 CUSTOM-PACKAGED OUTDOOR HVAC EQUIPMENT
23 83 00 RADIANT HEATING UNITS

DIVISION 26 - ELECTRICAL

26 00 00 ELECTRICAL
26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
26 05 19.01 DISTRIBUTION CIRCUITS
26 05 19.02 FEEDER CIRCUITS
26 05 19.03 BRANCH CIRCUITS
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33 RACEWAY AND BOXES FOR ELECTRICAL
26 05 33.16 BOXES FOR ELECTRICAL SYSTEMS
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 73 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
26 24 16 PANELBOARDS
26 27 26 WIRING DEVICES
26 28 16.13 ENCLOSED SWITCHES
26 28 16.16 ENCLOSED CIRCUIT BREAKERS
26 29 00 LOW-VOLTAGE CONTROLLERS
26 50 00 LIGHTING
26 60 00 ELEVATOR ELECTRICAL SYSTEMS
26 80 00 WIRELESS CLOCK SYSTEM
26 90 00 INTERCOM/TELEPHONE COMMUNICATIONS SYSTEM

DIVISION 27 – COMMUNICATIONS

27 00 00 COMMUNICATIONS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 31 11 DIGITAL ADDRESSABLE FIRE ALARM SYSTEMS
28 90 00 AREA RESCUE SYSTEM

DIVISION 31 - EARTHWORK

31 10 00 SITE CLEARING
31 20 00 EARTHMOVING
31 25 00 EROSION AND SEDIMENT CONTROLS

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 05 23 CONCRETE SIDEWALKS
32 12 16 ASPHALT PAVING
32 16 13 CONCRETE CURB
32 90 00 PLANTING
32 92 00 TURF AND GRASSES

DIVISION 33 - UTILITIES

33 11 00 WATER UTILITY PIPING
33 31 00 SANITARY SEWERAGE
33 41 00 STORM DRAINAGE
33 71 19.13 ELECTRICAL MANHOLES

END OF SECTION

SECTION 00 01 15
DRAWING LIST

PART 1 - The actual drawings in the set supersede any discrepancies with this list. This list will be updated prior to inclusion in the successful bidder's contract in accordance with any revisions or addenda. This entire section will be attached to the contract.

PART 2 - All bidders are responsible to review all drawings and include all necessary work related to their trade on any and all drawings.

GENERAL		
G-001	COVER SHEET	11/7/2018
G-002	CODE ANALYSIS	11/7/2018
G-110	CODE REVIEW PLAN - LOWER LEVEL	11/7/2018
G-111	CODE REVIEW PLAN - FIRST FLOOR	11/7/2018
G-112	CODE REVIEW PLAN - SECOND FLOOR	11/7/2018
G-121	CONSTRUCTION PHASING PLAN - SITE WORK	11/7/2018
G-122	CONSTRUCTION PHASING PLAN - BUILDING	11/7/2018
CIVIL		
C-001	BID PACKAGE B AREA B LIMITS	11/7/2018
C-101	SITE CONSTRUCTION PLAN	11/7/2018
C-102	SITE DEMOLITION PLAN	11/7/2018
C-103	SITE DEMOLITION PLAN	11/7/2018
C-104	SITE DEMOLITION PLAN	11/7/2018
C-105	SITE CONSTRUCTION PLAN	11/7/2018
C-106	SITE CONSTRUCTION PLAN	11/7/2018
C-107	SITE CONSTRUCTION PLAN	11/7/2018
C-108	SITE GRADING DETAILS	11/7/2018
C-109	LAYOUT, STRIPING AND SIGNING PLAN	11/7/2018
C-110	LAYOUT, STRIPING AND SIGNING PLAN	11/7/2018
C-111	LAYOUT, STRIPING AND SIGNING PLAN	11/7/2018
C-112	SITE CONSTRUCTION PLAN DETAILS	11/7/2018
C-113	SITE CONSTRUCTION PLAN DETAILS	11/7/2018
CS-101	COVER SHEET AND GENERAL NOTES	11/7/2018
CS-102	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	11/7/2018
CS-103	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	11/7/2018
CS-104	CONSTRUCTION SITE DETAILS AND NOTES	11/7/2018
CS-105	CONSTRUCTION SITE DETAILS AND NOTES	11/7/2018
CS-106	CONSTRUCTION SITE DETAILS AND NOTES	11/7/2018
CS-107	OVERALL POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN	11/7/2018

CS-108	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN	11/7/2018
CS-109	BMP CONTRIBUTING DRAINAGE AREA PLAN	11/7/2018
CS-110	PRE-DEVELOPED LIMIT OF DISTURBANCE DRAINAGE AREA PLAN	11/7/2018
CS-111	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (LEVEL 1 ANALYSIS)	11/7/2018
LANDSCAPE		
L-101	LANDSCAPE PLAN	11/7/2018
STRUCTURAL		
S-001	GENERAL NOTES	11/7/2018
S-101	FOUNDATION PLAN - AREA C	11/7/2018
S-102	FOUNDATION PLAN - AREA C & F	11/7/2018
S-103	FOUNDATION PLAN - AREA D	11/7/2018
S-104	FOUNDATION PLAN - AREA E	11/7/2018
S-111	SECOND FLOOR FRAMING PLAN - AREA E	11/7/2018
S-112	SECOND FLOOR FRAMING PLAN - AREA F	11/7/2018
S-121	ROOF FRAMING PLAN - AREA A & C	11/7/2018
S-122	ROOF FRAMING PLAN - AREA C	11/7/2018
S-123	ROOF FRAMING PLAN - AREA D	11/7/2018
S-124	ROOF FRAMING PLAN - AREA E	11/7/2018
S-125	ROOF FRAMING PLAN - AREA F	11/7/2018
S-131	SCREEN WALL FRAMING PLAN	11/7/2018
S-201	SECTIONS AND DETAILS	11/7/2018
S-202	SECTIONS AND DETAILS	11/7/2018
S-203	SECTIONS AND DETAILS	11/7/2018
S-301	TYPICAL SECTIONS AND DETAILS	11/7/2018
ARCHITECTURAL		
A-001	SYMBOLS, ABBREVIATIONS & STANDARD DETAILS	11/7/2018
A-002	STANDARD MOUNTING HEIGHTS AND DETAILS	11/7/2018
A-003	PARTITION TYPES	11/7/2018
A-100	DEMOLITION - KEYPLAN - LOWER LEVEL - AREA G & H	11/7/2018
A-101	DEMOLITION - KEYPLAN - FIRST FLOOR	11/7/2018
A-101.1	DEMOLITION - FIRST FLOOR PLAN - AREA A	11/7/2018
A-101.2	DEMOLITION - FIRST FLOOR PLAN - AREA B	11/7/2018
A-101.3	DEMOLITION - FIRST FLOOR PLAN - AREA C	11/7/2018
A-101.4	DEMOLITION - FIRST FLOOR PLAN - AREA D	11/7/2018
A-101.5	DEMOLITION - FIRST FLOOR PLAN - AREA E	11/7/2018
A-101.6	DEMOLITION - FIRST FLOOR PLAN - AREA F	11/7/2018
A-102	DEMOLITION - KEYPLAN - SECOND FLOOR	11/7/2018
A-102.1	DEMOLITION - SECOND FLOOR PLAN - AREA E	11/7/2018
A-102.2	DEMOLITION - SECOND FLOOR PLAN - AREA F	11/7/2018
A-103	DEMOLITION - KEYPLAN - ROOF	11/7/2018
A-103.1	DEMOLITION - ROOF PLAN - AREA A, B, C, & D	11/7/2018
A-103.2	DEMOLITION - ROOF PLAN - AREA E & F	11/7/2018
A-110	KEYPLAN - LOWER LEVEL - AREA G & H	11/7/2018

A-111	KEYPLAN - FIRST FLOOR	11/7/2018
A-111.1	FIRST FLOOR PLAN - AREA A	11/7/2018
A-111.2	FIRST FLOOR PLAN - AREA B	11/7/2018
A-111.3	FIRST FLOOR PLAN - AREA C	11/7/2018
A-111.4	FIRST FLOOR PLAN - AREA D	11/7/2018
A-111.5	FIRST FLOOR PLAN - AREA E	11/7/2018
A-111.6	FIRST FLOOR PLAN - AREA F	11/7/2018
A-112	KEYPLAN - SECOND FLOOR	11/7/2018
A-112.1	SECOND FLOOR PLAN - AREA E	11/7/2018
A-112.2	SECOND FLOOR PLAN - AREA F	11/7/2018
A-113	KEYPLAN - ROOF	11/7/2018
A-113.1	ROOF PLAN - AREA A, B, C, & D	11/7/2018
A-113.2	ROOF PLAN - AREA E & F	11/7/2018
A-114	COURTYARD PLAN	11/7/2018
A-121.1	REFLECTED CEILING PLAN - FIRST FLOOR - AREA A	11/7/2018
A-121.2	REFLECTED CEILING PLAN - FIRST FLOOR - AREA B	11/7/2018
A-121.3	REFLECTED CEILING PLAN - FIRST FLOOR - AREA C	11/7/2018
A-121.4	REFLECTED CEILING PLAN - FIRST FLOOR - AREA D	11/7/2018
A-121.5	REFLECTED CEILING PLAN - FIRST FLOOR - AREA E	11/7/2018
A-121.6	REFLECTED CEILING PLAN - FIRST FLOOR - AREA F	11/7/2018
A-122.1	REFLECTED CEILING PLAN - SECOND FLOOR - AREA E	11/7/2018
A-122.2	REFLECTED CEILING PLAN - SECOND FLOOR - AREA F	11/7/2018
A-201	DEMOLITION - EXTERIOR ELEVATIONS	11/7/2018
A-202	DEMOLITION - EXTERIOR ELEVATIONS	11/7/2018
A-203	DEMOLITION - EXTERIOR ELEVATIONS	11/7/2018
A-204	DEMOLITION - EXTERIOR ELEVATIONS	11/7/2018
A-211	EXTERIOR ELEVATIONS	11/7/2018
A-212	EXTERIOR ELEVATIONS	11/7/2018
A-213	EXTERIOR ELEVATIONS	11/7/2018
A-214	EXTERIOR ELEVATIONS	11/7/2018
A-301	BUILDING SECTIONS	11/7/2018
A-310	WALL SECTIONS - AREA E & F	11/7/2018
A-311	WALL SECTIONS - AREA E & F	11/7/2018
A-312	WALL SECTIONS - KITCHEN & CAFETERIA	11/7/2018
A-313	WALL SECTIONS - GYM AND GYM ENTRANCE	11/7/2018
A-314	WALL SECTIONS - AREA C & AUDITORIUM ENTRANCE	11/7/2018
A-315	WALL SECTIONS - ENTRANCE VESTIBULE	11/7/2018
A-316	WALL SECTIONS - ENTRANCE VESTIBULE	11/7/2018
A-317	WALL SECTIONS - AREA C & D	11/7/2018
A-401	ENLARGED PLANS - ELECTRICAL ROOM, GREASE TRAP TRENCH	11/7/2018
A-402	ENLARGED PLANS AND ELEVATIONS - NURSE SUITE, FACULTY BREAK ROOM,	11/7/2018

	CAFETERIA TOILET ROOMS	
A-403	ENLARGED PLANS AND ELEVATIONS - TYPICAL CLASSROOMS	11/7/2018
A-404	ENLARGED PLANS AND ELEVATIONS - ADMINSTRATION	11/7/2018
A-405	INTERIOR ELEVATIONS & DETAILS	11/7/2018
A-411	INTERIOR ELEVATIONS - CAFETERIA	11/7/2018
A-413	INTERIOR ELEVATIONS - AUDITORIUM	11/7/2018
A-414	INTERIOR ELEVATIONS - MUSIC ROOMS	11/7/2018
A-421	CAFETERIA CANOPY PLANS AND DETAILS	11/7/2018
A-431	STAIR PLANS & SECTIONS	11/7/2018
A-432	STAIR PLANS & SECTIONS	11/7/2018
A-433	STAIR & RAMP PLANS & SECTIONS	11/7/2018
A-434	ELEVATOR PLANS & SECTIONS	11/7/2018
A-501	ROOF DETAILS	11/7/2018
A-502	ROOF DETAILS	11/7/2018
A-503	PLAN DETAILS	11/7/2018
A-504	PLAN DETAILS	11/7/2018
A-505	PLAN DETAILS	11/7/2018
A-508	SECTION DETAILS	11/7/2018
A-511	LOCKER DETAILS	11/7/2018
A-512	CEILING DETAILS	11/7/2018
A-513	CEILING DETAILS	11/7/2018
A-514	CEILING DETAILS	11/7/2018
A-521	OUTDOOR EQUIPMENT ENCLOSURE PLANS & DETAILS	11/7/2018
A-601	DOOR SCHEDULE AND VISION PANELS	11/7/2018
A-602	DOOR AND VISION PANEL DETAILS	11/7/2018
A-610	WINDOW SCHEDULE	11/7/2018
A-611	WINDOW DETAILS - ALUMINUM WINDOWS	11/7/2018
A-612	WINDOW DETAILS - STOREFRONT	11/7/2018
A-613	WINDOW DETAILS - CURTAIN WALL	11/7/2018
A-614	SCHEDULE - HPL PANELS	11/7/2018
A-615	SCHEDULE - SUSPENDED CEILING BAFFLES	11/7/2018
A-620	ALTERNATE #12 - AREA D SOUTH FACADE	11/7/2018
A-621	ALTERNATE #7 - GYMNASIUM COURT STRIPING PLAN	11/7/2018
A-622	ALTERNATE #21 - WINDOW REPLACEMENT	11/7/2018
INTERIORS		
I-001	FINISH SCHEDULE & GENERAL NOTES	11/7/2018
I-002	FINISH LEGEND	11/7/2018
I-111	FINISH PLAN - KEYPLAN - FIRST FLOOR	11/7/2018
I-111.1	FINISH PLAN - FIRST FLOOR - AREA A	11/7/2018
I-111.2	FINISH PLAN - FIRST FLOOR - AREA B	11/7/2018
I-111.3	FINISH PLAN - FIRST FLOOR - AREA C	11/7/2018
I-111.4	FINISH PLAN - FIRST FLOOR - AREA D	11/7/2018
I-111.5	FINISH PLAN - FIRST FLOOR - AREA E	11/7/2018

I-111.6	FINISH PLAN - FIRST FLOOR - AREA F	11/7/2018
I-112	FINISH PLAN - KEYPLAN - SECOND FLOOR	11/7/2018
I-112.1	FINISH PLAN - SECOND FLOOR - AREA E	11/7/2018
I-112.2	FINISH PLAN - SECOND FLOOR - AREA F	11/7/2018
I-121	FURNITURE - KEYPLAN - FIRST FLOOR	11/7/2018
I-121.1	FURNITURE PLAN - FIRST FLOOR - AREA A	11/7/2018
I-121.2	FURNITURE PLAN - FIRST FLOOR - AREA B	11/7/2018
I-121.3	FURNITURE PLAN - FIRST FLOOR - AREA C	11/7/2018
I-121.4	FURNITURE PLAN - FIRST FLOOR - AREA D	11/7/2018
I-121.5	FURNITURE PLAN - FIRST FLOOR - AREA E	11/7/2018
I-121.6	FURNITURE PLAN - FIRST FLOOR - AREA F	11/7/2018
I-122	FURNITURE - KEYPLAN - SECOND FLOOR	11/7/2018
I-122.1	FURNITURE PLAN - SECOND FLOOR - AREA E	11/7/2018
I-122.2	FURNITURE PLAN - SECOND FLOOR - AREA F	11/7/2018
EQUIPMENT		
FS-1.0	FOOD SERVICE EQUIPMENT PLAN	11/7/2018
FS-1.1	FOOD SERVICE EQUIPMENT SCHEDULE AND DETAILS	11/7/2018
FS-1.2	FOOD SERVICE ELECTRICAL PLAN	11/7/2018
FS-1.3	FOOD SERVICE PLUMBING PLAN	11/7/2018
FS-1.4	FOOD SERVICE MECHANICAL PLAN	11/7/2018
FS-1.5	FOOD SERVICE UTILITIES SCHEDULES	11/7/2018
FS-1.6	FOOD SERVICE WALK-IN DETAILS	11/7/2018
FS-1.7	FOOD SERVICE WALK-IN DETAILS	11/7/2018
FIRE PROTECTION		
FP-101.1	FIRST FLOOR FIRE PROTECTION PLANS	11/7/2018
FP-111.1	SECOND FLOOR FIRE PRO PLANS, DETAILS & NOTES	11/7/2018
PLUMBING		
P-101.3	FIRST FLOOR PLUMBING PLAN DEMOLITION AREA A/B/C	11/7/2018
P-101.4	FIRST FLOOR PLUMBING PLAN DEMOLITION AREA D	11/7/2018
P-101.5	FIRST FLOOR PLUMBING PLAN DEMOLITION AREA E	11/7/2018
P-101.6	FIRST FLOOR PLUMBING PLAN DEMOLITION AREA F	11/7/2018
P-102.1	SECOND FLOOR PLUMBING PLAN DEMOLITION AREA E	11/7/2018
P-103.1	ROOF PLUMBING PLAN DEMOLITION AREA A	11/7/2018
P-103.2	ROOF PLUMBING PLAN DEMOLITION AREAS B & G	11/7/2018
P-103.3	ROOF PLUMBING PLAN DEMOLITION AREA C	11/7/2018
P-103.4	ROOF PLUMBING PLAN DEMOLITION AREA D	11/7/2018
P-103.5	ROOF PLUMBING PLAN DEMOLITION AREA E	11/7/2018
P-103.6	ROOF PLUMBING PLAN DEMOLITION AREA F	11/7/2018
P-110.3	FIRST FLOOR PLUMBING PLAN AREA C BELOW SLAB	11/7/2018
P-110.4	FIRST FLOOR PLUMBING PLAN AREA D BELOW SLAB	11/7/2018
P-110.5	FIRST FLOOR PLUMBING PLAN AREA E BELOW SLAB	11/7/2018

P-110.6	FIRST FLOOR PLUMBING PLAN AREA F BELOW SLAB	11/7/2018
P-111.3	FIRST FLOOR PLUMBING PLAN AREA A/B/C	11/7/2018
P-111.4	FIRST FLOOR PLUMBING PLAN AREA D	11/7/2018
P-111.5	FIRST FLOOR PLUMBING PLAN AREA E	11/7/2018
P-111.6	FIRST FLOOR PLUMBING PLAN AREA F	11/7/2018
P-112.1	SECOND FLOOR PLUMBING PLAN AREA E	11/7/2018
P-112.2	SECOND FLOOR PLUMBING PLAN AREA F	11/7/2018
P-113.1	ROOF PLUMBING PLANS AREA A	11/7/2018
P-113.2	ROOF PLUMBING PLAN AREA B & G	11/7/2018
P-113.3	ROOF PLUMBING PLAN AREA C	11/7/2018
P-113.4	ROOF PLUMBING PLAN AREA D	11/7/2018
P-113.5	ROOF PLUMBING PLAN AREA E	11/7/2018
P-113.6	ROOF PLUMBING PLAN AREA F	11/7/2018
P-114.1	ENLARGED FOOD SERVICE PLAN BELOW SLAB PLUMBING	11/7/2018
P-114.2	ENLARGED FOOD SERVICE PLAN ABOVE SLAB PLUMBING	11/7/2018
P-500	SCHEDULE, LEGEND & DETAILS PLUMBING	11/7/2018
P-501	RISER DIAGRAMS AND DETAILS PLUMBING	11/7/2018
MECHANICAL		
M-001	LEGEND MECHANICAL	11/7/2018
M-101.1	FIRST FLOOR MECHANICAL PLANS DEMOLITION AREA A	11/7/2018
M-101.2	FIRST FLOOR MECHANICAL PLAN DEMOLITION AREA B	11/7/2018
M-101.3	FIRST FLOOR MECHANICAL PLAN DEMOLITION AREA C	11/7/2018
M-101.4	FIRST FLOOR MECHANICAL PLAN DEMOLITION AREA D	11/7/2018
M-101.5	FIRST FLOOR MECHANICAL PLAN DEMOLITION AREA E	11/7/2018
M-101.6	FIRST FLOOR MECHANICAL PLAN DEMOLITION AREA F	11/7/2018
M-102.1	SECOND FLOOR MECHANICAL PLAN DEMOLITION AREA E	11/7/2018
M-102.2	SECOND FLOOR MECHANICAL PLAN DEMOLITION AREA F	11/7/2018
M-103.1	ROOF MECHANICAL PLANS DEMOLITION AREA A	11/7/2018
M-103.2	ROOF MECHANICAL PLAN DEMOLITION AREA B	11/7/2018
M-103.3	ROOF MECHANICAL PLAN DEMOLITION AREA C	11/7/2018
M-103.4	ROOF MECHANICAL PLAN DEMOLITION AREA D	11/7/2018
M-103.5	ROOF MECHANICAL PLAN DEMOLITION AREA E	11/7/2018
M-103.6	ROOF MECHANICAL PLAN DEMOLITION AREA F	11/7/2018
M-111.2	FIRST FLOOR MECHANICAL PLAN AREA B	11/7/2018
M-111.3	FIRST FLOOR MECHANICAL PLAN - AREA C	11/7/2018
M-111.4	FIRST FLOOR MECHANICAL PLAN - AREA D	11/7/2018
M-111.5	FIRST FLOOR MECHANICAL PLAN - AREA E	11/7/2018
M-111.6	FIRST FLOOR MECHANICAL PLAN - AREA F	11/7/2018
M-112.1	SECOND FLOOR MECHANICAL PLAN - AREA E	11/7/2018
M-112.2	SECOND FLOOR MECHANICAL PLAN - AREA F	11/7/2018
M-113.1	MECHANICAL ROOF PLAN - AREA A	11/7/2018
M-113.2	MECHANICAL ROOF PLAN - AREA B	11/7/2018
M-113.3	MECHANICAL ROOF PLAN - AREA C	11/7/2018

M-113.4	MECHANICAL ROOF PLAN - AREA D	11/7/2018
M-113.5	MECHANICAL ROOF PLAN - AREA E	11/7/2018
M-113.6	MECHANICAL ROOF PLAN - AREA F	11/7/2018
M-500	DETAILS MECHANICAL	11/7/2018
M-501	DETAILS MECHANICAL	11/7/2018
M-502	REFRIGERATION PIPING DIAGRAMS MECHANICAL	11/7/2018
M-503	REFRIGERATION PIPING DIAGRAMS MECHANICAL	11/7/2018
M-600	SCHEDULES MECHANICAL	11/7/2018
M-601	SCHEDULES MECHANICAL	11/7/2018
M-602	SCHEDULES MECHANICAL	11/7/2018
MP-111.3	FIRST FLOOR MECHANICAL PIPING PLAN AREA C	11/7/2018
MP-111.4	FIRST FLOOR MECHANICAL PIPING PLAN AREA D	11/7/2018
MP-111.5	FIRST FLOOR MECHANICAL PIPING PLAN AREA E	11/7/2018
MP-111.6	FIRST FLOOR MECHANICAL PIPING PLAN AREA F	11/7/2018
MP-112.1	SECOND FLOOR MECHANICAL PIPING PLAN AREA E	11/7/2018
MP-112.2	SECOND FLOOR MECHANICAL PIPING PLAN AREA F	11/7/2018
ELECTRICAL		
E-101.1	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREAS A & B	11/7/2018
E-101.2	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREA C	11/7/2018
E-101.3	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREAS D & E LOWER LEVEL AREA H	11/7/2018
E-101.4	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREA E	11/7/2018
E-101.5	FIRST FLOOR ELECTRICAL PLANS DEMOLITION AREA F	11/7/2018
E-102.1	SECOND FLOOR ELECTRICAL PLANS DEMOLITION AREA E	11/7/2018
E-102.2	SECOND FLOOR ELECTRICAL PLANS DEMOLITION AREA F	11/7/2018
E-110	LOWER LEVEL PLANS AREAS A & G	11/7/2018
E-111.1	FIRST FLOOR LIGHTING PLANS AREAS A, C, & G	11/7/2018
E-111.2	FIRST FLOOR LIGHTING PLAN AREA B	11/7/2018
E-111.3	FIRST FLOOR LIGHTING PLAN AREA D	11/7/2018
E-111.4	FIRST FLOOR LIGHTING PLAN AREA E	11/7/2018
E-111.5	FIRST FLOOR LIGHTING PLAN AREA F	11/7/2018
E-112.1	SECOND FLOOR LIGHTING PLAN AREA E	11/7/2018
E-112.2	SECOND FLOOR LIGHTING PLAN AREA F	11/7/2018
E-113.1	FIRST FLOOR POWER PLANS AREAS A, C, & G	11/7/2018
E-113.2	FIRST FLOOR POWER PLAN AREAS B & G	11/7/2018
E-113.3	FIRST FLOOR POWER PLAN AREAS C & D	11/7/2018
E-113.4	FIRST FLOOR POWER PLAN AREA E LOWER LEVEL AREA H	11/7/2018
E-113.5	FIRST FLOOR POWER PLAN AREA F	11/7/2018
E-114.1	SECOND FLOOR POWER PLAN AREA E	11/7/2018
E-114.2	SECOND FLOOR POWER PLAN AREA F	11/7/2018
E-115.1	ROOF POWER PLANS AREA A, B, C, D & G	11/7/2018
E-115.2	ROOF POWER PLAN AREA E & F	11/7/2018

E-116.1	ENLARGED FOOD SERVICE PLAN ELECTRICAL	11/7/2018
E-151	SITE PLAN ELECTRICAL	11/7/2018
E-500	DETAILS ELECTRICAL	11/7/2018
E-501	SINGLE LINE DIAGRAM ELECTRICAL	11/7/2018
E-600	SCHEDULES ELECTRICAL	11/7/2018
E-601	SCHEDULES ELECTRICAL	11/7/2018
E-602	SCHEDULES ELECTRICAL	11/7/2018
E-603	SCHEDULES ELECTRICAL	11/7/2018
E-604	SCHEDULES ELECTRICAL	11/7/2018

END OF SECTION

SECTION 00 11 00
ADVERTISEMENT FOR BIDS
(as published in THE NEWS JOURNAL: 12/3/18 and 12/10/18)

Bid BSD19001-CLAYMONT-BID_PAC_B, Claymont Elementary School Renovations. There will be a MANDATORY pre-bid meeting on **December 11, 2018** at 2:00pm **at Claymont Elementary School Cafeteria, 3401 Green St, Claymont DE 19703.** Bid specifications will be available (free on CD) at the pre-bid meeting from the Whiting-Turner Contracting Company. Contract documents may also be obtained beginning **December 3, 2018**, at the following link:
https://whiting-turner.box.com/v/ClaymontPacB

The following are the bid offerings:
Selective Demolition Bid # BSD19001-02A
Concrete Bid # BSD19001-03A
Masonry Bid # BSD19001-04A
Structural Steel and Misc Metals Bid # BSD19001-05A
Carpentry Bid# BSD19001-06A
Roofing Bid # BSD19001-07A
Exterior Panels Bid # BSD19001-07B
Spray Foam Bid # BSD19001-07C
Caulking Bid # BSD19001-07D
Glass and Glazing Bid # BSD19001-08A
Drywall Bid # BSD19001-09A
Flooring and Tile Bid # BSD19001-09B
Acoustical Ceiling Bid # BSD19001-09C
Painting Bid # BSD19001-09D
Specialties Bid# BSD19001- 10A
Food Service Equipment Bid # BSD19001- 11A
Casework Bid # BSD19001- 12A
Auditorium/Gym Seating Bid # BSD19001- 12B
Elevators Bid # BSD19001- 14A
Fire Suppression Bid # BSD19001- 21A
Plumbing Bid # BSD19001- 22A
HVAC Bid # BSD19001- 23A
Electrical Bid # BSD19001-26A
Sitework/Paving Bid # BSD19001- 31A

All bids will be publicly opened in the **Cafeteria at the Claymont Elementary School on January 10, 2019 at 2:00 P.M.** starting with the roofing bid and continuing until all bids are open. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

EOE

END OF SECTION

SECTION 00 11 10
INVITATION TO BID

Sealed bids for BSD Contract No. **BSD19001-CLAYMONT-BID_PAC_B** – Claymont Elementary School Renovations will be received by the Brandywine School District on **January 10, 2019** at 2:00pm **at Claymont Elementary School Cafeteria, 3401 Green St, Claymont DE 19703.** , 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.

Selective Demolition Bid # BSD19001-02A
Concrete Bid # BSD19001-03A
Masonry Bid # BSD19001-04A
Structural Steel and Misc Metals Bid # BSD19001-05A
Carpentry Bid# BSD19001-06A
Roofing Bid # BSD19001-07A
Exterior Panels Bid # BSD19001-07B
Spray Foam Bid # BSD19001-07C
Caulking Bid # BSD19001-07D
Glass and Glazing Bid # BSD19001-08A
Drywall Bid # BSD19001-09A
Flooring and Tile Bid # BSD19001-09B
Acoustical Ceiling Bid # BSD19001-09C
Painting Bid # BSD19001-09D
Specialties Bid# BSD19001- 10A
Food Service Equipment Bid # BSD19001- 11A
Casework Bid # BSD19001- 12A
Auditorium/Gym Seating Bid # BSD19001- 12B
Elevators Bid # BSD19001- 14A
Fire Suppression Bid # BSD19001- 21A
Plumbing Bid # BSD19001- 22A
HVAC Bid # BSD19001- 23A
Electrical Bid # BSD19001-26A
Sitework/Paving Bid # BSD19001- 31A

This project is a major renovation of the entire school and all systems. Work will need to be phased in-order to keep school operations open.

Pursuing LEED Silver Certification

Attention is called to construction schedule as detailed in the Bid Documents.

A **MANDATORY** Pre-Bid Meeting will be held on **December 11, 2018** at 2:00pm **at Claymont Elementary School in the Cafeteria, 3401 Green St, Claymont DE 19703** for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE AT THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Carol Riddle, Brandywine School District, 1311 Brandywine Blvd, Wilmington, DE 19809. The outer envelope should clearly indicate: **"BSD19001-CLAYMONT-BID_PAC_B- INCLUDING THE BID PACKAGE # – CLAYMONT ELEMETRY SCHOOL RENOVATIONS – SEALED BID – DO NOT OPEN."**

Contract documents may be obtained beginning **December 3, 2018**, at the following link:

https://whiting-turner.box.com/v/ClaymontPacB

All bids will be publicly opened **at Claymont Elementary School, 3401 Green Street, Claymont, DE 19703 in Cafeteria** on January 10, 2019 at 2:00 P.M. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

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

http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.pdf

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

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

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

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

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

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

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

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

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

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

1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's

responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

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

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

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

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

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

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

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

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

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

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

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed $15,000, and $100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 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.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or

rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

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

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.5.6 The contractor must pay his mechanics and laborers once a week at a rate given in the said current official prevailing wage rate schedule which must be posted in a prominent and easily accessible location on the worksite and that the contractor will provide sworn payroll info weekly to the Delaware Department of Labor in accordance with 29Del. C. §§6960 (a), (b) and (c).

4.6 SUBMISSION OF BIDS

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

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

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

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

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

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

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

4.8 PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of 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. (per Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d) Subsection (4)b)

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

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

C. The Bidder's written safety plan;

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

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

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

5.3.2 If an agency determines that a Bidder is nonresponsive and/or 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.

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business 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. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

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

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132-2009 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition.

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 02A - Selective Demolition

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct:_____ Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct:_____ Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct:_____ Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct:_____ Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct:_____ Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct:_____ Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-02A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Demolition		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 03A – Concrete

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct:_____ Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct:_____ Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct:_____ Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct:_____NOT APPLICABLE_____ Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-03A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Concrete		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 04A - Masonry

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1	Racking and repointing of masonry per lnft	$	$
UNIT PRICE No. 2		$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-04A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Masonry	_____	City _____
		State _____
		License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 05A – Structural Steel-Misc Metal

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1		$	$
UNIT PRICE No. 2		$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-05A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Steel		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 06A – Concrete

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-06A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #	
Doors Frames and Hardware Install		City	
		State	
		License #	

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 07A - Roofing

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
   Add / Deduct:_____NOT APPLICABLE_____Dollars

($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct:_____ Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct:_____ Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct:_____ Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct:_____ Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct:_____ Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct:_____ Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct:_____NOT APPLICABLE_____ Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts up to 50 square feet, per s.f.	$	$
UNIT PRICE No. 2	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts 51 – 100 square feet, per s.f.	$	$
UNIT PRICE No. 3	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts over 100 square feet, per s.f.	$	$

UNIT PRICE No. 4	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts up to 50 square feet, per s.f.	$	$
UNIT PRICE No. 5	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts 51 – 100 square feet, per s.f.	$	$
UNIT PRICE No. 6	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts over 100 square feet, per s.f.	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-07A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Roofing		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 07B Exterior Panels

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-07B

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
HDP Panel Installer	_____	City _____ State _____ License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 07C Spray Foam Insulation

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-07C

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Spray Foam Insulation	_____	City _____ State _____ License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 07D -Caulking

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____NOT APPLICABLE_____Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
   Add / Deduct:_____NOT APPLICABLE_____Dollars

($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct:_____ Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct:_____ Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct:_____ Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct:_____ Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-07D

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Caulking		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 08A Windows & Glazing

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-08A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Caulking		City
		State
		License #
		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: **1/10/2019**

To: **Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: **09A Drywall**

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $ _____ **Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct: NOT APPLICABLE Dollars
   ($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1		$	$
UNIT PRICE No. 2		$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-09A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Drywall		City
		State
		License #
		City
		State
		License #
		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 09B – Flooring

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars

($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct:_____ Dollars
($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

23. Alternate No. 23: New windows at Area E

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

24. Alternate No. 24: New windows at Area F

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct:_____NOT APPLICABLE_____ Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-09B

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Carpet		City
		State
		License #
Resilient Flooring		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 09C Acoustical Ceilings

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: Not Used

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor

Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not USED

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars

($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: Dollars

($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars

($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: NOT APPLICABLE Dollars

($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: NOT APPLICABLE Dollars

($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: NOT APPLICABLE Dollars

($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars

($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-09C

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Acoustical Ceilings	_____	City _____ State _____ License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 09D Painting

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: Not Used

5. Alternate No. 5: Replace gymnasium lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor

Add / Deduct: Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not USED

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars

($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: NOT APPLICABLE Dollars

($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars

($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: _____ Dollars

($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: _____ Dollars

($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: _____ Dollars

($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars

($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-09D

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Painting		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 10A Specialties

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
   Add / Deduct:_____ NOT APPLICABLE _____ Dollars
   ($)

2. Alternate No. 2: Replace Pool Lighting
   Add / Deduct:_____ NOT APPLICABLE _____ Dollars
   ($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   Add / Deduct:_____ NOT APPLICABLE _____ Dollars
   ($)

4. Alternate No. 4: Not Used

5. Alternate No. 5: Replace gymnasium lighting.
   Add / Deduct:_____ NOT APPLICABLE _____ Dollars
   ($)

6. Alternate No. 6: Replace gymnasium HVAC
Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor
Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.
Add / Deduct: Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.
Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.
Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.
Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof
Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not USED

18. Alternate No. 18: Replacement flush valves and wash sinks
Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-10A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Specialties	_____	City _____
		State _____
		License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 11A Food Service Equipment

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars

($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: NOT APPLICABLE Dollars

($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars

($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: NOT APPLICABLE Dollars

($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: NOT APPLICABLE Dollars

($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: NOT APPLICABLE Dollars

($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars

($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-11A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Food Service Equipment	_____	City _____
		State _____
		License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: **1/10/2019** **To:** **Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: **12A Casework**

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct:_____ Dollars

($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct:_____NOT APPLICABLE_____ Dollars

($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct:_____ Dollars

($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct:_____NOT APPLICABLE_____ Dollars

($)

23. Alternate No. 23: New windows at Area E

Add / Deduct:_____ Dollars

($)

24. Alternate No. 24: New windows at Area F

Add / Deduct:_____ Dollars

($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct:_____NOT APPLICABLE_____ Dollars

($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1 _____	$	$
UNIT PRICE No. 2 _____	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-12A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Carpentry/Casework	_____	City _____
		State _____
		License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 12B -Auditorium and Gym Seating

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____Dollars
($)

4. Alternate No. 4: Not Used

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor

Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not USED

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: NOT APPLICABLE Dollars

($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars

($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: NOT APPLICABLE Dollars

($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: NOT APPLICABLE Dollars

($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: NOT APPLICABLE Dollars

($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars

($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-12B

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Auditorium Seating		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 14A Elevators

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars
($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars
($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars
($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars
($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars
($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars
($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars
($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars
($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars
($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars
($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-14A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Elevators	_____	City _____
		State _____
		License # _____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 21A – Fire Suppression

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: _____ Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct:_____ Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1		$	$
UNIT PRICE No. 2		$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-21A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Fire Suppression		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 22A – Plumbing

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:NOT APPLICABLE Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:NOT APPLICABLE Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms
Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: _____ Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1 _____	$	$
UNIT PRICE No. 2 _____	$	$

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-22A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Plumbing		City
		State
		License #
		City
		State
		License #

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 23A –HVAC

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: _____ Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: _____ Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: _____ Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars
($)

20. Alternate No. 20: Tubular Skylights

Add / Deduct: Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F

Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.

Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E

Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F

Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure

Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

	ADD	DEDUCT
UNIT PRICE No. 1	$	$
UNIT PRICE No. 2	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-23A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
HVAC		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 26A – Electrical

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct:_____Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct:_____Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct:_____NOT APPLICABLE_____Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct:_____Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: _____ Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: _____ Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: _____ Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: _____ Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: _____ Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: _____ Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct:_____ Dollars
($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct:_____ Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1		$	$
UNIT PRICE No. 2		$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	**Date of Addendum**

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-26A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Electrical		City
		State
		License #
Data		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 40 00
BID FORM

For Bids Due: 1/10/2019 **To: Brandywine School District**
1311 Brandywine Boulevard
Wilmington, DE 19809

Bid Package: 31A – Sitework

Name of Bidder: _____

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

(Other License Nos.): _____

Phone 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 themselves 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:

BASE BID: $_____**Dollars**

($)

ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: "Not Applicable"

1. Alternate No. 1: Replace pool pak
Add / Deduct: NOT APPLICABLE Dollars
($)

2. Alternate No. 2: Replace Pool Lighting
Add / Deduct: NOT APPLICABLE Dollars
($)

3. Alternate No. 3: Add telescoping bleachers at gymnasium.
Add / Deduct: NOT APPLICABLE Dollars
($)

4. Alternate No. 4: NOT USED

5. Alternate No. 5: Replace gymnasium lighting.
Add / Deduct: NOT APPLICABLE Dollars
($)

6. Alternate No. 6: Replace gymnasium HVAC

Add / Deduct: NOT APPLICABLE Dollars

($)

7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.

Add / Deduct NOT APPLICABLE Dollars

($)

8. Alternate No. 8: New backboards and wall pads at gymnasium.

Add / Deduct: NOT APPLICABLE Dollars

($)

9. Alternate No. 9: Replace auditorium house lighting.

Add / Deduct: NOT APPLICABLE Dollars

($)

10. Alternate No. 10: Refurbish auditorium stage.

Add / Deduct: NOT APPLICABLE Dollars

($)

11. Alternate No. 11: Replace Auditorium Seating.

Add / Deduct: NOT APPLICABLE Dollars

($)

12. Alternate No. 12: Curtain wall at Area D South facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

13. Alternate No. 13: HPL Screen Wall at Area D North facade.

Add / Deduct: NOT APPLICABLE Dollars

($)

14. Alternate No. 14: Replace Pool Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

15. Alternate No. 15: Replace Gymnasium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

16. Alternate No. 16: Replace Auditorium Roof

Add / Deduct: NOT APPLICABLE Dollars

($)

17. Alternate No. 17: Not Used

18. Alternate No. 18: Replacement flush valves and wash sinks

Add / Deduct: NOT APPLICABLE Dollars

($)

19. Alternate No. 19: Bookshelves at Classrooms

Add / Deduct: NOT APPLICABLE Dollars

($)

20. Alternate No. 20: Tubular Skylights
Add / Deduct: NOT APPLICABLE Dollars
($)

21. Alternate No. 21: Replace existing windows at Areas D, E, & F
Add / Deduct: NOT APPLICABLE Dollars
($)

22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
Add / Deduct: NOT APPLICABLE Dollars
($)

23. Alternate No. 23: New windows at Area E
Add / Deduct: NOT APPLICABLE Dollars
($)

24. Alternate No. 24: New windows at Area F
Add / Deduct: NOT APPLICABLE Dollars
($)

25. Alternate No. 25: Data Infrastructure
Add / Deduct: NOT APPLICABLE Dollars
($)

UNIT PRICES – See specific Scope of Work for unit pricing description:

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

		ADD	DEDUCT
UNIT PRICE No. 1	Remove unsuitable soils off-site and replace with imported select fill, per c.y.	$	$
UNIT PRICE No. 2	Remove unsuitable soils off-site and replace w/ 57 stone, per c.y.	$	$
UNIT PRICE No. 3	Import and place select fill, per c.y.	$	$
UNIT PRICE No. 4	Import and place #57 clean stone, per c.y.	$	$
UNIT PRICE No. 5	Asphalt paving, base course per typical detail, per ton.	$	$
UNIT PRICE No. 6	Asphalt paving, top course per typical detail, per ton.	$	$

~~I~~/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 (REQUIRED).

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

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210.

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)

_____
(Printed Name and Title)

Date: _____

ATTACHMENTS

Sub-Contractor List (See Section 00435 and any updates by addenda)
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Bid Security (Deposit or Bid Bond)

BID FORM

Bid Package # BSD19001-31A

SUBCONTRACTOR LIST

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

NOTE: **Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

Subcontractor Category	Subcontractor	Address (City & State) & License #
Sitework		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City
		State
		License #
		City

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Brandywine School District.

All the terms and conditions of **Bid #BSD19001-CLAYMONT-BID_PAC_B** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

END OF SECTION

SECTION 00 43 00
BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____ (***insert State agency name***) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has submitted to the _____ (***insert State agency name***) 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 _____ _____ (***insert State agency name***) this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title

SECTION 00 43 20
REQUIREMENTS FOR APPROVAL FOR LISTING AS A SUBCONTRACTOR

1. Refer to the following section 004350 for any subcontractors or material suppliers to be listed on the bid form.

2. The Construction Manager / Owner will use the following criteria to determine qualifications for any Contractor for listing as a Subcontractor in any trade area:

   a. The Contractor regularly employs and continuously maintains on his payroll skilled craftsmen in the trade. These skilled craftsmen shall be registered in the trade when such registration is required.

   b. The Contractor owns the tools and equipment normally associated with the trade.

   c. The Contractor has previously performed work in the trade which is similar in scope, size, complexity and cost to the proposed construction.

   d. The Contractor must have or must have applied for a Delaware Business License prior to bidding the project.

3. The Construction Manager / Owner may challenge or disqualify any Contractor based on failure to meet any of the above criteria for qualification for listing as Subcontractor in a trade. Bidders may be required to present such evidence as deemed necessary to evaluate qualifications. The decision to disqualify a Contractor in a given trade shall be made by the Brandywine School District and all decisions shall be final.

4. The subcontractor listing is provided for information only to the construction manager and the owner if the subcontractor category was not requested at the pre-bid meeting or requested by the CM or owner.

END OF SECTION

SECTION 00 43 50
LIST OF SUBCONTRACTORS OR MATERIAL SUPPLIERS

Where the Bidder intends to perform the work with his own forces, his name is listed as a subcontractor.

This list will be updated via the pre-bid meeting.
Check addenda and bid forms for final listing.

Fill out the required information on the bid form:

BID PACKAGE #	BID PACKAGE DESCRIPTION	SUBCONTRACTOR / SUPPLIER CATEGORY TO BE LISTED ON BID FORM
19001-02A	Selective Demolition	Demolition
19001-03A	Concrete	Concrete
19001-04A	Masonry	Masonry
19001-05A	Steel & Metals	Steel
19001-06A	Carpentry	Doors, Frames, Hardware - Install
19001-07A	Roofing	Roofing
19001-07B	Exterior Wall Panels	HPL Panels
19001-07C	Spray Foam	Spray Foam
19001-07D	Caulking	Caulking
19001-08A	Glass & Glazing	Glass & Glazing
19001-09A	Drywall	Drywall
19001-09B	Flooring	Resilient Flooring
19001-09B	Flooring	Carpet
19001-09C	Acoustical Ceilings	Acoustical Ceilings
19001-09D	Painting	Painting
19001-10A	Specialties	Specialties
19001-10A	Lockers	Lockers
19001-11A	Food Service Equipment	Food Service Equipment
19001-12A	Casework	Casework
19001-12B	Auditorium & Gym Seating	Movable Seating
19001-14A	Elevators	Elevators
19001-21A	Fire Protection	Fire Protection
19001-22A	Plumbing	Plumbing
19001-23A	HVAC	HVAC
19001-26A	Electrical	Electrical
19001-26A	Electrical	Data
19001-31A	Sitework	Sitework

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)

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«A Blanks»
« »
« »

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

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

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

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

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

« »

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

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

« »

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

Portion of the Work	Substantial Completion Date

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

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 4.2 below

[« »] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

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

§ 4.2 Stipulated Sum

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

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

« »

§ 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 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.4.6 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)

§ 4.4.7 Guaranteed Maximum Price
§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

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 « » 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 « » day of the « » month. 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 « » (« ») 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;

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the 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 « » percent (« » %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

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

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

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

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

.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;

.2 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

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

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

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

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

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

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

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

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

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

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

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« »

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.

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

[« »] Litigation in a court of competent jurisdiction.

[« »] Other: *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

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

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

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner.

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

« » % « »

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

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

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document 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

§ 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

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

§ 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.)

« »

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)*

« »« »
(Printed name and title)

CONTRACTOR *(Signature)*

« »« »
(Printed name and title)

AIA Document A132™ – 2009 (formerly A101™CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:51:21 on 11/21/2012 under Order No.3979047681_1 which expires on 12/31/2012, and is not for resale.
User Notes: (1986549301)

SECTION 00 52 00
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION (AIA 132 – 2009; 11 PAGES)

END OF SECTION

SECTION 00 54 13
SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION A132-2009

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition," AIA Document A132-2009. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

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

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

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

END OF SECTION

SECTION 00 60 00
PERFORMANCE BOND

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 _____ ("**Owner**") (***insert State agency name***), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

END OF SECTION

SECTION 00 61 00
PAYMENT BOND

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 _____ ("**Owner**") (***insert State agency name***), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

SURETY

Name: _____

Witness or Attest: Address: _____

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

END OF SECTION 006100

DRAFT

AIA® Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:

PROJECT: A Blanks

APPLICATION NO: 001

DISTRIBUTION TO:
- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR
- FIELD

PERIOD TO:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

CONTRACT DATE:

PROJECT NOS: / /

VIA ARCHITECT:

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGES IN THE WORK		$0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$0.00
4. TOTAL COMPLETED AND STORED TO DATE *(Column G on G703)*		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work *(Column D + E on G703:*	$0.00)= $0.00	
b. 0 % of Stored Material *(Column F on G703:*	$0.00)= $0.00	
Total Retainage *(Lines 5a + 5b, or Total in Column I on G703)*		$0.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$0.00
8. CURRENT PAYMENT DUE		$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*		$0.00

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this month including Construction Change Directives	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES IN THE WORK		$0.00

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

CONTRACTOR:

By: _____ Date:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

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

CONSTRUCTION MANAGER:

By: _____ Date:

ARCHITECT: *(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*

By: _____ Date:

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

AIA Document G732™ – 2009 (formerly G702™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:04 on 04/22/2013 under Order No.1711530550_1 which expires on 01/01/2014, and is not for resale.

User Notes:

(1999844195)

SECTION 00 62 00
APPLICATION & CERTIFICATE FOR PAYMENT (AIA G732 – 2009; 1 PAGE)

END OF SECTION

DRAFT

AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO:	001
APPLICATION DATE:	
PERIOD TO:	
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
		$0	$0	$0	$0	$0	0.00%	$0	$0
	GRAND TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:36:02 on 03/19/2010 under Order No.1371985914_1 which expires on 01/01/2011, and is not for resale.
User Notes:

(1446336304)

SECTION 00 62 50
CONTINUATION SHEET FOR G702 (AIA G703 – 1992; 1 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.

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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY OTHER 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

15 CLAIMS AND DISPUTES

DRAFT

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, 13.7
Addenda
1.1.1, 3.11, 4.2.14
Additional Costs, Claims for
3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4
Additional Inspections and Testing
4.2.8, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3
Administration of the Contract
3.10, **4.2**
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.19
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.7, 4.2.15, 7.3.9, 9.2, **9.3,** 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4
Approvals
2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Certificates for Payment
9.4
Architect, Definition of
4.1.1
Architect, Extent of Authority
5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2
Architect's Administration of the Contract
4.2, 9.4, 9.5, 15.2
Architect's Approvals
3.12.8
Architect's Authority to Reject Work
4.2.8, 12.1.2, 12.2.1
Architect's Copyright
1.5
Architect's Decisions
4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, 15.2
Architect's Inspections
3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 7.4, 9.4
Architect's Interpretations
4.2.8, 4.2.17, 4.2.18
Architect's On-Site Observations
4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5
Architect's Project Representative
4.2.16
Architect's Relationship with Contractor
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, 13.5
Architect's Relationship with Construction Manager
1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, 13.5.4
Architect's Relationship with Subcontractors
1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4
Architect's Representations
9.4, 9.5, 9.10.1
Architect's Site Visits
4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Other Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

BONDS, INSURANCE AND
11
Bonds, Lien
7.3.7.4, 9.10.3
Bonds, Performance and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4
Building Permit
2.2.2, 3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.2, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.3.2, 9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12, 4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, **7.2**, 7.3.2, 7.3.4, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2
Changes
7.1
CHANGES IN THE WORK
2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, **7**, 8.3.1, 9.3.1.1
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3, 9.10.4, 10.3.3, **15**, 15.4
Claims for Additional Cost
3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.5, 7, 8.3.2, 10.4, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7
Claims for Damages
3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2, 9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6
Cleaning Up
3.15, 6.3
Commencement of Statutory Limitation Period
13.7
Commencement of the Work, Definition of
8.1.2
Communications, Owner to Architect
2.2.6
Communications, Owner to Construction Manager
2.2.6
Communications, Owner to Contractor
2.2.6
Communications Facilitating Contract Administration
3.9.1, **4.2.6**
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Manager, Building Permits
2.2.2
Construction Manager, Communications through
4.2.6
Construction Manager, Construction Schedule
3.10.1, 3.10.3
CONSTRUCTION MANAGER
4
Construction Manager, Definition of
4.1.2
Construction Manager, Documents and Samples at the Site
3.11
Construction Manager, Extent of Authority
3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2, 7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4
Construction Manager, Limitations of Authority and Responsibility
4.2.5, 4.2.8, 13.4.2
Construction Manager, Submittals
4.2.9
Construction Manager's Additional Services and Expenses
12.2.1
Construction Manager's Administration of the Contract
4.2, 9.4, 9.5
Construction Manager's Approval
2.4, 3.10.1, 3.10.2
Construction Manager's Authority to Reject Work
4.2.8, 12.2.1

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Construction Manager's Decisions
7.3.7, 7.3.9, 9.4.1, 9.5.1
Construction Manager's Inspections
4.2.8, 9.8.3, 9.9.2
Construction Manager's On-Site Observations
9.5.1
Construction Manager's Relationship with Architect
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16, 4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4, 13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4
Construction Manager's Relationship with Contractor
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11, 3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2, 3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6, 4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2, 7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2, 9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4
Construction Manager's Relationship with Owner
2.2.2, 4.2.1, 10.3.2
Construction Manager's Relationship with Other Contractors and Owner's Own Forces
4.2.4
Construction Manager's Relationship with Subcontractors
4.2.8, 5.3, 9.6.3, 9.6.4
Construction Manager's Site Visits
9.5.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4.2, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Performance During Arbitration
15.1.3
Contract Sum
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, **9.1,** 9.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Time
3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1.1
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Other Contractors and Owner's Own Forces
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8, 14.2.1.2
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1, 3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Relationship with the Construction Manager
1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2, 3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1, 6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1, 10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Contractual Liability Insurance
11.1.1.8, 11.2, 11.3.1.5
Coordination and Correlation
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Other Contractors
3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions of the Construction Manager
7.3.7, 7.3.8, 7.3.9, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5,** 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2
Definitions
1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
7.3.8, 7.3.9, 9.3, 15.1, 15.2
DISPUTES, CLAIMS AND
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, **15**, 15.4
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Ownership and Use
1.1.1, **1.5,** 2.2.5, 3.11, 5.3
Duty to Review Contract Documents and Field Conditions
3.2
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials and or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4
Faulty Work (See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.15, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 15.2.1
Financial Arrangements, Owner's
2.2.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty and Warranties)
Hazardous Materials
10.2.4, **10.3**
Identification of Contract Documents
1.2.1
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1, 9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.3, 15.1.2
Initial Decision
15.2

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
3.18.1, 10.2.1, 10.2.2, **10.2.8**, 10.3, 10.3.3, 10.4, 11.1.1
Inspections
3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2
Instruments of Service, Definition of
1.1.7, 1.5, 1.6
Insurance
6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.3.1
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.3.1.5
Insurance Companies, Settlement with
11.3.10
Intent of the Contract Documents
1.2, 4.2.18, 4.2.19, 7.4
Interest
9.7, **13.6**
Interpretation
1.4, 4.2.8, 4.2.17, 4.2.18
Interpretations, Written
4.2.17, 4.2.18, 4.2.20
Joinder and Consolidation of Claims Required
15.4.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2
Labor Disputes
8.3.1
Laws and Regulations
3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitation on Consolidation or Joinder
15.4.4
Limitations, Statutes of
15.4.1
Limitations of Authority
3.12.4, 4.1.3, 4.2.16
Limitations of Liability
9.6.7, 11.1.1, 12.2
Limitations of Time
3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1, 15.2.6.1
Loss of Use Insurance
11.3.3
Material Suppliers
1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1, 9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2, 9.10.5, 10.2.1, 10.2.4, 10.3
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.5, 4.2.11
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.13, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.4.3, 9.8.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1, 11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5
Notice
1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5, 3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2, 10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4, 15.1.5.1, 15.2, 15.4.1

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Notice of Claims
3.7.2, 10.2.8, **15.1.2**, 15.4.1
Notice of Testing and Inspections
13.5.1, 13.5.2
Notices, Permits, Fees and
3.7, 7.3.7, 10.2.2
Observations, On-Site
3.2.1, 9.5.1, 12.1.1
Occupancy
2.2.2, 9.6.6, 9.9, 11.3.1.5
On-Site Inspections
4.2.2, 9.10.1, 9.4.4, 9.5.1
Orders, Written
4.2.7, 4.2.18, 4.2.20
Other Contracts and Contractors
1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1, 14.1.3, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1, 8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 12.2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction with Own Forces and to Award Other Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.5, **1.5**, 1.6, 3.11, 3.12.10, 3.17, 4.2.14, 4.2.18, 4.2.20
Partial Occupancy or Use
9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents and Copyrights, Royalties
3.17
Payment, Applications for
4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.7, 9.10.1, 9.10.3, 9.10.5, 11.1.3
Payment, Certificates for
4.2.15, 7.3.9, 9.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 15.1.3
Payment, Failure of
9.4.1, 9.5, **9.7**, 14.1.1.3
Payment, Final
4.2.1, 9.8.2, **9.10**, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1
Payment Bond, Performance Bond and
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**
Payments, Progress
9.3.1, 9.4.2, **9.6**
PAYMENTS AND COMPLETION
9, 14
Payments to Subcontractors
5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 9.10.5, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14
Progress and Completion
8.2, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6
Progress Payments
9.3.1, 9.4.2, **9.6**
Project, Definition of
1.1.4
Project Representatives
4.2.16
Property Insurance
10.2.5, **11.3**
Project Schedule
3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.8, 12.2.1

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Releases of and Waivers and of Liens
9.10.2
Representations
1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Requests for Information
4.2.20
Resolution of Claims and Disputes
15
Responsibility for Those Performing the Work
3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
1.2.2, **3.2**, 3.7.3, 3.12.7
Review of Contractor's Submittals by Owner, Construction Manager and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12.5
Rights and Remedies
1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4
Safety of Persons and Property
10.2, 10.3, 10.4
Safety Precautions and Programs
3.3.1, 3.12, 4.2.5, 5.3, **10.1**, 10.2, 10.3, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.9, 4.2.10
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.8, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Staffing Plan
4.2.3
Statute of Limitations
12.2.5, 13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2
Submittals
3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.9, 4.2.10
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.4
Substitution of Construction Manager
4.1.4
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
1.1.7, 2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Construction Manager
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.17, 4.2.18
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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:

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

.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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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,

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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 not 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

(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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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:

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

.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

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

.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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

§ 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.

AIA Document A232™ – 2009 (formerly A201™CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:52:45 on 05/04/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1164076370)

SECTION 00 70 00
GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION
(AIA 232 – 2009; 43 PAGES)

END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. ."

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

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

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work 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 one 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.

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

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

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

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.1 General

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

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 and replace with the following:

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

Delete the second sentence of Paragraph 4.2.10 and replace with the following:

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

Add the following to Paragraph 4.2.16:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G732, Continuation Sheet G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G732 "Application and Certificate for Payment, Construction Manager as Adviser Edition", supported by AIA Document G703. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

.8 failure to provide a current Progress Schedule;

.9 a lien or attachment is filed;
.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4."

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

END OF SECTION

SECTION 00 73 50
GENERAL REQUIREMENTS

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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

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

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

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

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond.

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

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

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of $1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

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

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

Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

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

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$1,000,000	aggregate
Property Damage	$500,000	for each occurrence
	$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	$500,000	for each person
	$1,000,000	for each occurrence
	$1,000,000	aggregate
Property Damage	$500,000	for each occurrence
	$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION

SECTION 00 74 00
DELAWARE PREVAILING WAGE RATES & REPORTING FORM

ATTACHMENTS:

1. Delaware Department of Labor Payroll Report Form

2. Delaware Department of Labor Prevailing Wage Rates for Building Construction

- Included by Reference: The State of Delaware Prevailing Wage Rate Regulations. A copy is available from the Department of Labor by calling 302-761-8200 or online on the State of Delaware's website. Contractors are required to abide by all requirements issued by the State relating to prevailing wage regulations.

- Contractors are required to submit payroll reports to the Department of Labor. Refer to the State Prevailing Wage regulations and the instructions to bidders section 00 21 13 Article 4.5.

PAYROLL REPORT

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

Delaware Department of Labor

DIA-Office of Labor Law Enforcement
4425 N. Market Street-3rd Floor
Wilmington, DE 19802
302-761-8320

ADDRESS

PHONE:

PROJECT AND LOCATION

WEEK ENDING DATE

CONTRACT NUMBER

DATE OF PREVAILING WAGE DETERMINATION USED ON THIS PROJECT:

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION		DAY & DATE & HOURS WORKED EACH DAY							TOTAL HOURS & RATE OF PAY		GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID	HOURLY VALUE OF FRINGES
			M	T	W	T	F	S	S	HOURS	RATE		FICA	FWT	SWT				
1.		S																	
		O																	
2.		S																	
		O																	
3.		S																	
		O																	
4.		S																	
		O																	
5.		S																	
		O																	
6.		S																	
		O																	
7.		S																	
		O																	
8.		S																	
		O																	

DATE _____

I,_____ _____
(Name of signatory party) (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by

_____on the
(Contractor or Subcontractor)

_____:
(public project)

that during the payroll period commencing on the_____day of

_____, 20_____and ending on the_____day of

_____, 20_____all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of $1,000.00 and $5,000. for each violation.

List only those fringe benefits:

For which the employer has paid; and
Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is the be computed.)

HOURLY COST OF BENEFITS (List in same order shown on front of record)							
Employee							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

I hereby certify that the foregoing information is true and correct to the best of m knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

_____
Signature

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS_____DAY OF_____, A.D. 20_____.

_____
Notary Public

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 Streer
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2018

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.35	28.76	41.85
BOILERMAKERS	69.90	35.46	52.14
BRICKLAYERS	53.89	53.89	53.89
CARPENTERS	54.81	54.81	43.57
CEMENT FINISHERS	73.74	51.37	22.64
ELECTRICAL LINE WORKERS	46.44	39.82	30.36
ELECTRICIANS	68.70	68.70	68.70
ELEVATOR CONSTRUCTORS	93.23	65.86	32.62
GLAZIERS	73.10	73.10	57.87
INSULATORS	56.53	56.53	56.53
IRON WORKERS	63.70	63.70	63.70
LABORERS	46.20	46.20	46.20
MILLWRIGHTS	71.60	71.60	57.70
PAINTERS	51.55	51.55	51.55
PILEDRIVERS	76.77	40.19	32.51
PLASTERERS	30.48	30.48	22.59
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	53.97	58.81
POWER EQUIPMENT OPERATORS	69.29	69.29	64.96
ROOFERS-COMPOSITION	24.52	24.20	22.10
ROOFERS-SHINGLE/SLATE/TILE	18.78	22.33	17.56
SHEET METAL WORKERS	68.53	68.53	68.53
SOFT FLOOR LAYERS	52.52	52.52	52.52
SPRINKLER FITTERS	59.49	59.49	59.49
TERRAZZO/MARBLE/TILE FNRS	61.93	61.93	48.52
TERRAZZO/MARBLE/TILE STRS	68.52	68.52	56.19
TRUCK DRIVERS	29.36	28.02	21.39

CERTIFIED: 09/19/2018

BY: on behalf of Julie Petroff
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 3027618200

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

PROJECT: Claymont Elementary School renovation , New Castle County

SECTION 01 12 00 -01
SUMMARY OF CONTRACTS / SCOPES OF WORK

Bid Packages: The following is a list of Bid Packages for the BSD – Claymont Elementary School Renovations:

UNIT OF WORK #	TITLE	BRIEF DESCRIPTION (See Specific Scope for full description)
01A	General Scope of Work	General Scope of Work Applicable to All Trades
02A	Selective Demolition	Selective Interior and Exterior Demolition
04A	Masonry	CMU, Brick, masonry patching, thru wall flashing
05A	Steel and Misc Metals	Structural steel and Misc metal Fabrications
06A	Carpentry	Finish carpentry, DFH, Overhead doors
07A	Roofing	Flat roofing, roof demolition, roof insulation, roof blocking, copings and fascia
07B	Exterior Panels	HPL and metal Panels and soffits
07C	Spray Foam	Interior Spray Foam
07D	Caulking	Interior and Exterior Caulking
08A	Glass and glazing	Aluminum storefront and curtainwall, interior glazing
09A	Drywall	Metal Framing, in-wall blocking, Insulation and Drywall
09B	Flooring	Carpet, rubber flooring, textile composite flooring, Porcelain tile
09C	Acoustical	Acoustical Ceilings and Ceiling and wall hung Panels
09D	Painting	Interior and Exterior Painting
10A	Specialties/Lockers	Division 10 and Gym Equipment, Bleachers
11A	Food Service Equipment	Food Service Equipment
12A	Casework	Manufactured and custom casework
14A	Elevators	Elevator
21A	Fire Suppression	Automatic Sprinkler System
22A	Plumbing	Plumbing
23A	HVAC	HVAC, ductwork, insulation
26A	Electrical	Power, Data lighting, Special systems
31A	Sitework	Sitework, Site Concrete, Paving

Request for clarifications: Direct all questions or concerns in writing to:
The Whiting-Turner Contracting Co., Construction Manager, Attention: Dom Muzzi
via email, dom.muzzi@whiting-turner.com.
All responses will be in the form of an Addendum

END OF SECTION

(ATTACHMENTS FOLLOW – GENERAL SCOPE AND SPECIFIC SCOPES OF WORK)

SECTION 01 12 00-01A

GENERAL SCOPE OF WORK

All work is to be done in accordance with the Contract Documents, including the drawings and the specifications, this scope of work, and all addenda if any. Each trade must comply fully with all sections of the Division 1 general requirements.

This scope is intended as a reference to assist in the bidding process. The Contractor is responsible for all labor, material, tools, equipment, hoisting, storage, layout, incidental work, and associated services necessary to fully complete all of the work described and shown in the Contract Documents. This contractor is responsible to review and include all items in their attached specific scope of work and to also review the work of other trades.

This work includes but is not limited to:

1. All bidders are required to provide 10% bid bond for each bid package submitted.
2. All contractors are required to provide 100% payment and performance bonds for their contract.
3. All contractor employees will be required to sign-in each day on the jobsite.
4. No smoking or vaping on school property.
5. Bidders must also review spec section 013520 Safety Requirements and Loss Control. Include all cost in bid associated with safety requirements.
6. Work hours are 7:00 am to 3:30 pm. All contractors are required to work minimum 5 days per week, 8 hours per day. If day(s) are lost during the work week, all contractors are required to work Saturdays to make up for all lost days at no added cost.
7. During construction, the school will be occupied during the school year, noisy work must take place before or after school hours or during breaks. This includes noises created by chipping hammer, hammer drills, compaction tools, power actuated tools, compressors and tools creating similar dB levels or vibrations. Include cost these shifts in your bid.
8. Each contractor, upon award, is to forward budget costs for each individual item of work, in s.f. or l.f. costs for accounting only. A list will be forwarded to each sub from Whiting-Turner.
9. Each foreman is required to complete daily field reports and turn them into WT daily. This report states where and what work was performed. Failure to submit reports on a daily basis may delay contractor payment.
10. All contractors must comply with 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees. Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.
11. Brandywine School District is pursuing LEED certification on this project. Bidder should review the LEED scorecard and all requirements relating to waste management, sustainable design, VOC limits, and indoor air quality in the specification
12. Deliveries are to be made between 9:00 am and 2:30 pm. No deliveries are to be made during school drop off 8:00 am- 9:00am /pick up 2:30 pm – 4:00 pm . All deliveries must be scheduled in advance with Whiting-Turner. Major deliveries, those that may impact or disrupt the work of other trades, require seven (7) days notice to WT. Minor deliveries require two (2) days notice to WT.
13. WT shall coordinate storage locations for all deliveries.
14. This contractor will execute an AIA contract Brandywine School District with no changes.
15. All contractor employees will meet with the WT Superintendent for a short safety orientation upon starting their work on site. All contractor employees are required to attend this orientation.
16. The foreman and project manager will need to meet with the superintendent for a “pre-start” job meeting.

17. This contractor is responsible for all existing site conditions in existence as of the bid due date. These conditions may not be identified on the drawings or in this scope of work. Examine prior to the bid.
18. All contractors are required to perform all layout required for their work.
19. No gasoline-powered equipment can be used at any time within buildings. All equipment you plan to use must be reviewed with the Superintendent for safety concerns.
20. SDS must be forwarded prior to starting work. No chemicals can be used at any time without properly reviewing them with WT first.
21. Every Contractor will be required to fill out and Activity Hazard Analysis form prior to starting work and update as conditions change.
22. The catwalk of the auditorium is a 100% tie off area., fall protection must be used at all times.
23. All contractors are required to perform any necessary dewatering in order to complete their work.
24. All subcontractors are responsible for daily cleanup of their debris to the jobsite dumpster. This means that no trash or excess construction materials can be left on site or in buildings at the end of the day.
25. The Construction Manager will supply a dumpster for the work, except as noted in the specific scopes of work. The contractor is responsible for placing debris in the dumpster.
26. Storage space will be limited. Materials and gang boxes cannot be in the way of other trades, traffic, fire lanes, access, etc. Review location and requirements with WT. Provide storage trailers or off site storage when necessary. Only materials for current phase should be stored onsite, cost for phased deliveries and storage should be included in bid. CM will not provide utility hook ups for office trailers.
27. Furnish attic stock as required by the drawings, specifications, or the scope of work.
28. Jobsite security and security of materials, equipment, tools, etc. is the responsibility of each contractor.
29. Contractors are required to coordinate with other trades and with Whiting-Turner.
30. Contractors are required to comply with all safety regulations as required by OSHA, State of Delaware, Brandywine School District, Whiting-Turner, and as noted in the specifications. Provide all safety devices necessary for your work. PPE will not be provided by WT. For security and identification purposes, all hardhats shall display the contractor/subcontractor name and/or decal identifying the employer as well as the employee's name.
31. All change order pricing must be accompanied by a labor and material breakdown and with subcontractor quotes.
32. Care must be taken to not mark or damage finished surfaces. Contractors will be backcharged or will need to pay for repairs to the work of others. Protect the owner's property.
33. Provide floor and finish protection in limited work areas i.e. auditorium, natatorium and gymnasium during your work. Include cost of protection in base bid or alternate pricing.
34. Roof protection must be provided by any contractor working on top of the completed roof systems. Minimum protection required is 2" rigid insulation and ¾" plywood.
35. If safety, barricades, floor opening protection, etc. are damage, it is that contractor's responsibility to restore the damaged items to a safe condition.
36. Provide all testing, guarantees, warranties, as-built drawings, O&M manuals, commissioning tests, close-out documentation, and start-up services necessary to put all work into first class operating condition per the contract documents including any final cleanup required.
37. As-built drawings must be maintained on the job-site and updated on a daily basis for review by Whiting-Turner. At contract completion, contractor must submit as-built drawings and O&M Manuals as required by specifications.
38. Owner training required by specifications. Training must be videotaped.
39. Where furnishing and installation of work is indicated by separate parties include:
    - Furnishing Party – delivery to jobsite including freight and taxes

- Installing Party – receiving, unloading, inventory, storage, handling, and installation.

40. Core drilling, cutting & patching as required to perform work. Include restoration of surfaces to original condition if required. Cutting to be performed as to minimize patching.
41. Sealants, caulking, and firestopping integral with work.
42. Permit fees and NCC and Delaware licenses required for work, other than the building permit, shall be furnished by the contractor whose work requires such permits.
43. General temporary lighting, 120V power & water will be provided. Any contractor requiring temporary services above and beyond those noted shall provide the necessary temporary service required for their work. Refer to specific scopes of work for contractors that will be required to provide all temporary power and lighting for the duration of their work.
44. Each contractor shall provide scaffolding, hoists, lifts, cranes, and other means of access for own work. Assume new or existing elevators will not be available for moving material.
45. Include premium cost for shutdowns or any other off-hour work. All shutdowns must be scheduled at least two (2) weeks in advance.
46. Phasing and remobilization per the project schedule and as required to properly coordinate and complete the work.
47. Contractor must field measurements and verification of existing conditions prior to ordering materials and starting work.
48. Each contractor is to provide temporary weather and dust protection for own work.
49. Each contractor is to perform any snow removal for access to your work, beyond road areas normally maintained by State.
50. Compliance with local noise restrictions.
51. Temporary sheeting, shoring & bracing as required to perform the work. Engineering calculations/PE certifications if specified.
52. Submittals and mock-ups as specified.
53. Warrantees as specified commencing on date of substantial completion.
54. Insurance as required by specifications. Maintain throughout project. Professional liability insurance for any design/engineering work within your scope.
55. Include all applicable sales, use & excise taxes.
56. Surface preparation and inspection for proper installation of the work. Include clean-up, etching, flash patching, moisture testing, etc. as required per specification and manufacturers instructions. Commencement of work shall constitute acceptance of the substrate as suitable for this work.
57. Sleeves, inserts, and anchors for this work.
58. Additional reinforcement/supports for this work which is not detailed on the architectural and structural drawings.
59. Comply with all Whiting-Turner and Owner Quality Control Program requirements for this work.
60. The contractor must have on site at all times during own work a supervisor or foreman responsible to coordinate the work with all other trades to meet the project schedule, to perform the work to meet the contract documents and to effectively communicate with the construction manager and other trades. The decision of that individual shall be binding upon the contractor.
61. Each Subcontractor shall be responsible for the furnishing and installation of their 2nd Tier (and further tiered) Subcontractor's work. Each Subcontractor shall provide field management at all times during the installation of this work. The Construction Manager, under no circumstances, shall have direct management responsibilities of any lower tier Subcontractors.
62. Attendance at foreman meetings by the supervisor or foreman is mandatory.
63. Attendance at progress meetings by your project manager is mandatory.
64. After bids are received, contractors will need to attend a scope review meeting with Whiting-Turner, the Owner, and the Architect.
65. The successful contractor must forward Whiting-Turner a copy of their safety program.

66. During this project, hot work permits will need to be obtained from Whiting-Turner prior to proceeding with any such work on a daily basis.
67. All contractors are responsible for their work as shown on any and all drawings.
68. Each contractor must have a line item on their invoice schedule of values that allows 3% of the total contract amount or $2,500 minimum, whichever is greater for close-out documents (as-builts, warranties, operations and maintenance manuals, punchlists, etc.) in addition to 5% retention.
69. Building or site commissioning is to be performed separately from owner training.
70. Only round, heavy-duty (type S, SJO, SJTW, ST, SO, STD) extension cords are acceptable for use on a construction site; at least 12 gauge or larger.
71. All subcontractor foremen and project manager are required to remain as such throughout the duration of the project unless otherwise approved by WT and BSD.
72. The following documents will be required at project start-up and need to be submitted with-in two weeks of the notice to proceed:
    A. Fully executed Contract.
    B. Copy of State of DE Business License
    C. Insurance Certificate indicating coverage and limits, as specified in Contract Documents.
    D. Permits or permit filing receipts as required by the contract documents, New Castle County, State of Delaware or any other regulatory agencies having jurisdiction. (Building permit is by CM)
    E. Payment Bond and Performance Bond
    F. Emergency Telephone Numbers for project manager and foremen
    G. SDS Information
    H. Activity Hazard Analysis
    I. Attendance of Onsite Safety Orientation
    J. Copy of Written Safety program and policy
    K. List of all applicable labor rates
    L. Detailed Schedule for the work
    M. Schedule of Values for invoicing
    N. Subcontractor List
    O. Supplier List
73. The following documents (other than submittals) will be required prior to billing for the close-out documents.
    A. Signed-off copy of the punchlist.
    B. Attic stock delivery confirmation (if required by the specifications)
    C. As-built Drawings
    D. Testing Reports and/or Equipment Start-up reports
    E. Operation and Maintenance Manuals
    F. Owner Training Sessions & video tapes as specified.
    G. Standard Guarantee/Warranty for the Trade Contractor and subcontractors (attached)
    H. Specific Warranties from individual suppliers or manufacturers
    I. Affidavit that all taxes have been paid
    J. AIA Document G706 – Affidavit of Payment of Debts and Claims (Original available from AIA)
    K. AIA Document G706A – Affidavit of Release of Liens (Original available from AIA)
        - Complete and attach the 'Trade Contractor's Final Release and Affidavit'
        - Complete and attach the 'Final Waiver and Release for Second Tier subcontractors and suppliers' (1 needed from each subcontractor / supplier utilized.)
    L. AIA Document G707, Consent of Surety of Final Payment (Original available from AIA)

END OF SECTION

SECTION 011200-02A – SPECIFIC SCOPE OF WORK – SELECTIVE DEMOLITION

SPECIFIC SCOPE – SELECTIVE DEMOLITION:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 06	Wood, Plastics & Composites	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
Division 08	Openings	As Applicable
Division 09	Finishes	As Applicable
09 05 61	Common work results for flooring preparation	As Applicable
Division 10	Specialties	As Applicable
Division 11	Equipment	As Applicable
Division 12	Furnishings	As Applicable
Division 14	Conveying Equipment	As Applicable
Division 21 – All subsections	Fire Protection	As Applicable
Division 22 – All subsections	Plumbing	As Applicable
Division 23 – All subsections	HVAC	As Applicable

Division 26 – All subsections	Electrical	As Applicable
Division 28	Electronic Safety and Security	As Applicable
Division 31	Earthwork	As Applicable
Division 32	Exterior Improvements	As Applicable
Division 33	Utilities	As Applicable

NARRATIVE:

1. Contractor must review/walk the site. This Contractor has fully informed him/herself as to all existing condition and limitation which are visible and above ground as well as indicated in the contractor documents under which the work as set forth. No allowance will be made to any contractor because of lack of such examination or knowledge. The execution of this contract is construed as conclusive evidence that the contractor has made such examinations.
2. Include the cost of performance and payment bonds in the base bid.
3. This contractor is responsible for all fall protection and safety requirements associated with roof work. When working from lifts & harnesses, or tie-offs provided by this contractor, OSHA standards must always be met and followed.
4. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily. Work area must be swept daily.
5. All trucks are required to clean their tires prior to leaving the project site.
6. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
7. Provide, maintain and remove all safety barricades, traffic controls, shoring, flagmen, etc. to comply with all safety practices required by OSHA, State of Delaware, New Castle County, Brandywine School District, The Whiting-Turner Contracting Company or any agency having jurisdiction and as noted in the specifications in order to complete the work under this Contract.
8. The Demolition Contractor is to provide and pay for any required permits and/or approvals other than the building/demo permit required for this work including but not limited to the New Castle County, State of Delaware and all appropriate state and county agencies.
9. The Demolition Contractor is required to coordinate with other trades as required.
10. All work/disposal is to be done per all federal, state, local, OSHA rules and regulations.
11. This contractor shall take protective measures necessary for the safety of work staff, the public and adjacent properties. All safety measure shall comply with the regulation of all Federal, State, Local authorities having jurisdiction including all applicable OSHA, Whiting-Turner (W-T) safety rules and at W-T's direction. Contractor shall abide by all current regulation and procedures regarding any confined space safety practices and fall protection. Employee's failure to comply with safety on site will ultimately result in expulsion from the project.
12. This contractor shall provide all unloading, hoisting and maintenance of traffic, scaffolding, lifts, cranes and other means of access for your own work as needed.
13. During construction, the school will be occupied during the school year, noisy work must take place before or after school hours or during breaks. This includes noises created by chipping hammer, hammer drills, compaction tools, power actuated tools, compressors and tools creating similar dB levels or vibrations. Include cost these shifts in your bid.
14. This contractor is to comply with all local noise restrictions.
15. Temporary sheeting, shoring and bracing as required to perform your work.
16. SDS sheets for all material must be submitted prior to starting work. Generic safety data sheets for demolished material must be provided by this contractor.
17. Provide all insurances per W-T standard subcontract. This includes Pollution Liability Insurance – per WT insurance requirements.
18. This contractor is responsible for all applicable taxes.
19. This contractor shall abide by all Fire Marshal life safety and fire prevention measures.
20. Provide any warning lines/temporary barricades as needed to safely perform your work and protect

others.

21. During performance of Own work or subcontractors work, this contractor must have full-time competentonsite supervision (capable of making construction changes (schedule/cost) as needed).
22. This Contractor shall have an office representative (not just a foreman or project superintendent) attend Whiting-Turner's weekly progress meetings. Contractors will be required to attend the progress meetingtwo (2) weeks prior to their work commencing, during the duration of their work and two (2) weeks aftertheir work is substantially complete. Contractors will be held responsible for the outcome of meetings whether in attendance or not. The representatives to the meetings are expected to make commitments regarding schedule and cost during the construction process.
23. Use of the site for staging, storage trailer, parking, etc. shall be as instructed and approved by W-T.
24. All change pricing must be submitted within five (5) days of receipt of requested change unless mutually agreed otherwise. All pricing must be accompanied by a detailed breakdown of the cost. Lump sum pricing will not be accepted. All change orders requested shall be made in writing. A request for change does not mean a change is authorized. Authorization to proceed with change will follow change request.
25. Tickets for extra work will not be considered unless signed by an Authorized W-T representative and backed up by a written summary of all associated cost within five (5) days of the performance of suchwork. Approval of a field ticket is acknowledgement of work completed but does not constitute immediate agreement of payment due.
26. Construction personnel shall use designated entrance and egress areas to the project as direct by W-T.
27. Prior to any excavation, this contractor must call local or state utilities locator service (miss utility) at least 3 days prior to digging. This contractor must keep that permit/Ticket current with utility company's duringyour entire excavation.
28. This contractor shall identify all onsite utilities prior to your work. Use locating company to identify allutilities.
29. Care should be taken in all excavation due to possible existence of unrecorded utility lines.
30. The Electrical Contractor will disconnect power feeds to equipment and branch circuits. Electrical contractor will "cut and lowered" lights, conduit, gear, wiring. Haul off is by demo contractor.
31. Provide demolition and disposal in coordination with HVAC and Plumbing Trades as follows. The HVAC Contractor to capture refrigerant, drain, safe-off, isolate, mark all items to be removed by demolition contractor. Plumbing contractor to make the first break to isolate each phase of work and mark all items to be removed by demolition contractor. Demolition contractor to remove and haul away HVAC/Plumbing pipe, fixtures, hangers, fasteners and equipment. All items removed from walls and ceilings are to be lowered in sections, not dropped. Demolition, removal and disposal of all roof top equipment is by HVAC contractor.
32. The fire lane and student drop off and pick up areas are always be maintained / open.
33. Demolish exterior canopy outside of main office back to building, including footers. Demo note D37 on -101.4
34. Removal of flooring and adhesive down to concrete, leaving substrate ready for floor installation. Removal must comply with LEED VOC limits and OSHA silica standard.
35. Asbestos containing flooring is to be abated by the abatement contractor, adhesive in this area is to be removed by flooring contractor. All other areas, flooring adhesive is to be removed by this contractor.
36. Perform all layouts for this work.
37. Thorough interior and exterior investigation of the site is necessary.
38. Daily clean-up (broom swept) of all material, trash, and debris generated into a dumpster provided by this subcontractor and disposal offsite.
39. Include all concrete slab on grade and slab on deck removal, except for areas that are being removed for new sanitary/stormwater drains installation. In areas where new sanitary is to be installed, slab removal and excavation is by the plumbing contractor. See plumbing drawings. All other interior slab removal as detailed in architectural, Mechanicals or Structurals in by demolition contractor.
40. Interior demolition and slab demolition have been started in new kitchen and server area, verify extent during walk thru. Minor demo will be required by this contractor. Slab demo at areas to receive new walk-ins and storage area off kitchen is by this contractor.
41. All cutting, drilling, grinding, chipping and dust producing activities must comply with Whiting-Turner's safety policies and OSHA's crystalline silica dust regulation.
42. Protect the existing building. You must clean each area daily.
43. This contractor should assume all power will be provided (WITHIN 150') and water may be obtained

onsite. This contractor will need to provide all the hoses required to get water from each hose bib source towhere you are cutting.

44. Provide temporary shoring of existing structure where the work sequence requires that existing structuralmembers be demolished prior to new framing or new lintel.
45. All demolished material under this contract to be placed **in dumpsters provided by this contractor**, hauled off-site and properlydisposed of in a legal manner. Refer to 01 74 19 for Construction Waste Management and Disposal. No dumpster deliveries are to be made during pick up and drop off during the following hours of 8am-9am or 2:30pm - 4pm while school is in session.
46. This contractor shall perform all demolition work in multiple mobilizations as required.
47. This contractor shall replace any damaged paving, curbing, sidewalks that are not to be removed if damaged by this work.
48. A minimum of 7 day advanced notice is required for any road closures. This will need to be coordinatedwith the Owner and local authorities.
49. All site demo outside building line is by others including unless otherwise noted
50. This contractor shall remove and dispose of locker, walls, finishes, terrazzo, vct, wall base, adhesive, carpet, padding, ceramic, casework, acoustical tile and suspension grid system, gypsum ceilings and walls, CMU walls and columns, column enclosures, display cases, fire extinguisher and cabinets, marker, caulk and tack boards,
51. This contractor shall remove and dispose acoustical ceilings, including grid, tile, wire and fasteners as indicated. Note the following areas have a secondary grid system (no tile) above the current ceiling: 1st and 2nd floor of Area F and 1/3 of the area of 1st and 2nd floor of Area E.
52. All fastener to be removed from walls, ceilings, and structure remaining, concrete equipment pads, doors, frames and hardware, stair assemblies, interior ramps, coiling doors and gates, signage, wall pads, sound panels, ceramic floor and wall tile, interior storefront,
53. Removal of band risers as detailed in item D48 on A-101.3 is by others,
54. Include in the base bid slab removal for auditorium ADA seating work. See note D55 on A-101.3.
55. Removal of floor slab, deck and joist at for elevator. Excavation for new elevator pit, hand digging may be required. Remove spoils. Provide temp shoring of structure until structural modification have been made.
56. Remove steel roof structure indicated on note D11 on A-103.2, coordinate removal with roofer
57. Flooring demolition to include removal of all adhesive, setting materials down to existing floor substrate.
58. Remove mezzanine in room C156.1, See sheet A-101.3 for details
59. Remove metal panels and ladders at roof as indicated
60. Remove structural items as indicated at roof, coordinate with roof installation
61. Demolish exterior facade for stair #4, masonry, steel, concrete, doors and windows, roofing (this area only), roof deck, stairs and SOG
62. Sawcut and remove concrete for added perimeter columns see S-102 and 14/S-201
63. See scope of 08A and 06A for exterior door and window removal by others.
64. Remove window stools and mortar at existing windows
65. Sawcut and removal of terrazzo and sand bed down to concrete as indicated.
66. The roof demolition will be by the roofing and abatement contractors with exception of at stair 4.
67. The removal the back stops for alternate 8 is by contract 10A
68. Alternate 11 - Perform removal and disposal of auditorium seating, removal of floor anchors and patching of fastener holes in slab alternate. Base bid to include removal of seating for ADA seating.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. None

ALTERNATES
Provide all work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES
Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-03A – SPECIFIC SCOPE OF WORK –CONCRETE

SPECIFIC SCOPE – CONCRETE

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 03	Concrete	In Its Entirety
Division 04	Masonry	As Applicable
Division 05	Steel	As Applicable
07 13 00	Sheet Waterproofing	As Applicable
07 21 00	Thermal Insulation	As Applicable
07 26 17	Under-Slab Vapor Barrier/Retarder	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Review all drawings including structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with steel work.
3. Perform all work in accordance with current OSHA safety regulations and Whiting-Turner safety rules.
4. This Contractor owns working extended hour as required to finish concrete on days of pours as part of your Contract.
5. Daily clean-up of debris. If this contractor does not clean the site to the satisfaction of Whiting-Turner, Whiting- Turner reserves the right to clean the site with their own forces at the expense of this contractor.

6. Furnish and install full-time onsite superintendent to monitor and supervise work described herein. The project manager assigned to this work is required to visit the site a minimum of two times a week. When the Project Manager is onsite he must meet with Whiting-Turner superintendent and project manager.
7. The Contractor is required to supply the Construction Manager with a list of subs and suppliers before receiving any payment.
8. Include the cost to haul off and dispose all excess excavated soil in a legal manor.
9. Provide for cleaning of streets and sidewalks if dirtied by the operations of this Contractor. Maintain a clean work area throughout the day and provide a clean up at the end of the shift.
10. This contractor is responsible for all Concrete work within the building footprint including all entrances. Note, sanitary trenching is provided by plumbing contractor, plumbing contractor is responsible for providing concrete for all trenching preformed within the plumbing contract.
11. This contractor shall provide all excavation, backfill, gravel, vapor barriers, water stop, water proofing, waterproofing protection board, rigid insulation, drainage board, reinforcing, additives, expansion joints, formwork, and concrete to create a concrete system per the plans and specifications.
12. This Contractor shall provide all reinforcing, accessories, including but not limited to tie wire, splicing requirements, chairs or other approved support methods, etc.
13. This contractor shall backfill exterior foundation walls. This contractor is responsible for all building interior backfill.
14. This contractor is to provide all weather protection, curing measures, and hot and cold concrete procedures including but not limited to blankets, visqueen, etc. per ACI Standards.
15. Provide grouting of all columns and bearing plates.
16. Provide and pay for all lifting and hoisting, including pumping and transporting concrete and materials to placement area.
17. Provide for rain water pumping and mucking of the footing and pits including but not limited to mucking, hoses, pumps, power, sediment control, fuel, etc. required to accomplish the work described herein. Maintain and remove sump pits as necessary for this contractor's work.
18. Furnish and install all reinforcing bars that are embedded in concrete and turned up into masonry work.
19. Footings must be poured the day they are dug (to prevent flooding), coordinate inspections with New Castle County and 3rd party testing agent.
20. By submitting a bid it is assumed that this contractor has visited the site and is familiar with the requirements of this project.
21. This contractor shall install anchor bolts and other imbeds supplied by the structural steel, elevator contractors and other trade contractors.
22. This contractor is responsible to provide any necessary fall protection to perform work.
23. This contractor shall provide all sealers per the specifications.
24. This contractor shall coordinate and provide Whiting-Turner a concrete pour schedule giving at minimum 72 hr. notice of all pours. This will give Whiting-Turner adequate time to schedule building inspectors and independent inspection agencies. Any delays incurred by the concrete contractor for the inspection agencies not being present will be the responsibility of the concrete contractor if this schedule is not submitted in writing at least 72 hours in advance.
25. This contractor shall provide all weather protection, curing measures, and hot and cold concrete procedures including but not limited to blankets, visqueen, etc. per ACI standards.
26. This contractor shall provide, maintain, and remove a curing box if necessary.
27. This contractor shall provide all concrete in all stair treads and stair landing pans and shall set all nosing's. Each stair tower will be done separately. It is assumed each tower will be poured within 1 week of the stairs being set.
28. Provide a separate mobilization for all concrete fill above the footings after the columns and base plates have been installed. This contractor is responsible for grouting of all base plates.
29. Provide a shop drawing indicating all construction joints in slabs.

30. Provide additional reinforcing at penetrations as necessary
31. Provide all plywood forms, wire mesh and reinforcing required for the installation of a complete floor system is by this contractor. This contractor will also furnish and install the flange hanger pieces where required (steel beams, walls, etc)
32. Furnish and install all anchor bolts, lag bolts, toggle bolts, powder actuated pins, machine screws, and expansion shields, lock washer and other fasteners associated with this scope of work.
33. Weld any rebar to beams/steel as required..
34. A limited amount of storage space is available to this contractor. Contractor shall coordinate deliveries to the jobsite in quantities as per floor and as storage availability permits.
35. This contractor is responsible for any slab depressions, box outs and concrete fills/toppings, not limited to walk off mats, refrigerated walking coolers, terrazzo and other flooring.
36. Contractor is responsible to slope concrete slabs to floor drains..
37. All Floor Flatness and Floor levelness per the specifications and within the tolerances of the finish materials being applied to the concrete.
38. This contractor is required to have rebar caps on all rebar ends per OSHA guidelines. Additionally this contractor shall have excess caps onsite as to respond to any request to cap the rebar by the CM.
39. All curing compounds must be coordinated with the floor finish manufactures acceptable finishes.
40. This contractor is responsible for providing a washout area and maintained as required per DNREC.
41. Install all anchor bolts for furnished by others for embedment in this contracts work, layout per anchor drawings provided by others.
42. This Contractor is to cover all holes in slab with anchored ¾" plywood the day after each slab pour. WT will provide signage that this contractor is to install at each opening (attached to each piece of plywood). Assume this to be done at all shaft and diamond locations.
43. Provide elevator slabs box out for sump., including required waterproofing. Waterproofing on CMU by mason.
44. Provide excavation as need for your work for ADA seating modifications in auditorium, reconfigured ramp and stair modification auditorium lobby and corridor. Demolition contractor to remove slabs, stairs and ramps at auditorium lobby and corridor.
45. Infill concrete at removed slabs. Plumber to provide infill at new sanitary below slab. See all drawings, Structural, MEP and Architecturals for infills.
46. Provide all footer as detailed on S101 -S103.
47. Provide interior slabs and at newly created vestibules. Sidewalks and exterior concrete stairs is the by Sitework Contractor.
48. Infill concrete at exterior perimeter columns and headers. See 14/S-201 for details. Concrete removal by Demolition contractor.
49. Masonry screen wall footer as detailed on A-114 is by others.
50. Provide layout for demolition contractor where concrete is to be removed in gym lobby and auditorium.
51. Alternate 11 – include cost of patching concrete at removed fastener from removed seats.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Provide an allowance of $3,000 for additional MEP pads as required

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-04A – SPECIFIC SCOPE OF WORK –MASONRY

SPECIFIC SCOPE – MASONRY:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 03	Concrete	As Applicable
Division 04	Masonry	In Its Entirety
Division 05	Metals	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 11 13	Bituminous Dampproofing	In Its Entirety
07 13 00	Sheet Waterproofing	In Its Entirety
07 25 00	Weather Barriers	As Applicable
07 62 00	Sheet Metal Flashing and Trim	As Applicable
07 84 00	Firestopping	As Applicable
07 92 00	Joint Sealants	In Its Entirety
07 95 13	Expansion Joint Cover Assemblies	As Applicable
Division 08	Openings	As Applicable
Division 14	Conveying Equipment	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Provide masonry patching at head, jambs, and sills as shown for new window installations.

3. Patching of masonry walls at removed devices, including but not limited to: clocks, bells, electrical devices, display boards, etc.
4. All masonry patches and infills to be toothed in.
5. Provide the following masonry items including but not limited to: brick, CMU (above and below grade), bond beams, pre-cast concrete lintels, pre-cast copings and sills, masonry flashings at CMU and brick locations.
6. Provide all necessary submittals: mortar mix designs, CMU, brick, stone samples, flashing, masonry accessories, etc.
7. Provide entire masonry demo of CMU and brick in preparation of new window installation. Also include masonry demo for new jamb steel tubes as shown on 14/S-201 and steel headers. Provide toothing in at new window and doors openings in brick and CMU. Remove all debris to CM provided block dumpster. Include new flashing and installation of lintels.
8. This contractor shall provide ½" plywood (min.) protection of all newly created masonry openings so that the building is secure and weathertight at the end of each shift. Removal and patching of fastener holes is by mason.
9. Provide all new masonry walls, foundation walls, knee walls, masonry infills, and elevator shaft as indicated. The masonry screen wall in the courtyard and items on A-521 are by others.
10. Modifications to existing masonry walls as necessary to accept new fire extinguisher cabinets.
11. Provide all new exterior stone treads and landings as indicated.
12. Provide blankets and mortar additives as required by contract schedule.
13. Contain run-off from masonry mixing stations wash downs
14. Include precast stone caps and dowels
15. All new masonry walls, walls, bases and precast lintels at new custom display cases as indicated.
16. Provide all new masonry thru-wall flashings at locations indicated and as required for new roof system installation. Include brick removal necessary to install new flashing. Coordinate height of new flashing with roofing contractor. Patch locations with brick and mortar to match adjacent brick and mortar colors. Contractor may re-use demoed brick for patching at their discretion.
17. Provide masonry patching at all removed items per Note B/A201. Include brick/CMU infills at all louvers scheduled to be removed.
18. Provide grouting and reinforcement of all CMU as required.
19. Provide pockets and grouting of CMU walls as required for new steel stairs.
20. Provide all CMU bond beams and precast lintels as required at wall openings, door openings, mechanical and electrical penetrations. Contractor shall coordinate with MEP drawings. Grout all CMU as indicated.
21. Make repair in existing masonry as indicated, additionally remove unused fasteners and patch masonry all at all interior and exterior masonry walls to remain. Patch existing holes up to 3/4" in interior and exterior masonry wall to remain. Patch at removed items, including clocks, electrical panels, fire valve cabinets, fire extinguisher cabinets, bells, back boxes, pipe penetration in interior CMU walls to remain, above and below grid. Contractor shall visit the site to survey the existing conditions prior to submitting their bid.
22. Provide all precast caps and sills as shown.
23. Install loose steel angle lintels furnished by others.
24. Provide labor and material to clean footings prior to CMU foundation wall work.
25. All interior CMU walls are to be constructed and tight to the underside of structure as required by partition types and details. Provide specified firesafing material/grouting and lateral supports as indicated at all locations where new masonry abuts structure or work by others.
26. Provide all waterproofing/damproofing as indicated.
27. All masonry walls to be constructed to meet all fire ratings as shown. Provide firesafing and fire sealants as required to meet UL listings indicated on A-003.

28. Provide all scaffolding and hoisting as required to complete this work. Masonry material is not transported in existing passenger elevator.
29. Review all drawings including structural, architectural, interiors, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with masonry.
30. Install elevator embeds per elevator shops drawings.
31. Provide all rebar in masonry walls and foundation walls. Provide rebar set in masonry foundations walls that ties into concrete slabs. All exposed ends of rebar must be capped.
32. Provide all brick ties in CMU back-up walls and structural stud back-up walls. Coordinate installation of ties in stud back-up walls with drywall and spray foam contractors.
33. Provide all architectural control joints in masonry walls.
34. Provide all architectural expansion joints in masonry walls.
35. Clean and protect all masonry prior to completion.
36. Provide plastic and plywood beneath all work areas to protect adjacent surfaces. Clean all mortar splatter, drippings, etc. from adjacent surfaces.
37. ALL saw cutting for masonry work is to be wet-cut.
38. Do not install finish masonry that is stained or discolored. Any stained or discolored masonry will be replaced.
39. Remove all excess material from site upon completion and as directed by construction manager. Wash
40. Restore all laydown and work areas upon completion.
41. Provide brick wash down of new work. Protect adjacent construction as needed.
42. Grout all new hollow metal frames in new and existing masonry walls.
43. Install all anchor bolts and bearing plates set in masonry.
44. Provide all masonry wall bracing as required.
45. Provide any supplemental, temporary water, power and lighting above and beyond temporary facilities described in specifications.
46. Provide all weep holes, wicks, cavity drains and vents as shown. Keep weeps clean and clear during construction. Upon completion of walls sections, this contractor to perform water tests within cavity wall construction to ensure proper function of flashings and weep holes.
47. Provide toothing of masonry as needed at all masonry patching and to accommodate work of other trades and details.
48. Where existing electrical panels are removed in masonry walls to remain, this contractor shall provide CMU infills. Infills to be toothed in.
49. Set sleeves in walls for pipe penetrations. Sleeves provided by others.
50. Install all masonry walls plumb, square and true, within tolerances in specifications.
51. Provide plywood below any work done on top of the roof structure. Including plywood for paths of travel for loading and delivering materials on the roof.
52. Provide layout for all masonry walls. Assist carpentry contractor with layout of hollow metal openings in masonry walls. Hollow metal frames to be set prior to CMU wall construction. Layout all masonry walls that contain drains prior to the plumbing contractor performing any sawcutting.
53. Review mechanical, plumbing, fire protections and electrical drawing to account for duct penetrations, pipe penetrations and conduit penetrations through new CMU walls. Install sleeves for all pipe and conduit penetrations. Construct openings for ductwork in CMU walls per layout provided by others. Provide all precast concrete lintels at duct penetrations. Lintels to be sized per lintel schedule.
54. Provide raking and repointing of mortar joints at all areas indicated on the drawings. Contractor to visit the site to review the existing conditions prior to submitting their bid.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #l – Provide a $50,000 allowance for miscellaneous masonry work. All work related to this allowance will be tracked on tickets signed by Whiting-Turner personnel daily. Any amount not used will be credited back to the Owner.

ALTERNATES

Provide all masonry work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

1. Provide raking and repointing and washdown of masonry mortar joints, assume amounts over 50 linear feet, unit cost per linear feet.

SECTION 011200-05A – SPECIFIC SCOPE OF WORK –STEEL

SPECIFIC SCOPE – STEEL:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
05 12 00	Structural Steel Framing	In Its Entirety
05 50 00	Metal Fabrications	In Its Entirety
05 51 00	Metal Stairs	In Its Entirety
05 52 13	Pipe and Tube Railings	In Its Entirety
09 91 13	Exterior Painting	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Review all drawings including structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with steel work.
3. Provide all structural steel including but not limited to: columns, beams, angles, tubes, trusses, bar joists, joist bridging, plates, decking, shear studs, clip angles, bolted connections, moment connections slip connections, bolts, nuts, washers, etc.
4. Provide elevator hoist beam as shown.
5. Perform all work in accordance with current OSHA safety regulations and Whiting-Turner safety rules. See hot work and fire watch requirements in WT safety policy.

6. Submit steel erection plan and narrative as required by OSHA.
7. Shop prime all materials as shown, Ensure that all materials are compatible with specified final finish.
8. Provide field touch-up of finishes provided under this contract.
9. Coordinate delivery and staging of materials with Whiting-Turner.
10. Provide all shop drawings and submittals required and as per project schedule.
11. Provide all pour stops, angles, etc. as needed to complete concrete slab pours. Provide temporary deck closures that may be necessary to complete concrete slab pours.
12. Provide supplemental support framing for mechanical, plumbing, food service and electrical equipment. Provide joist reinforcement as detailed. Coordinate with appropriate drawings, WT and trade contractor.
13. Furnish steel column anchor bolts, nuts, leveling plates and anchor bolt plan.
14. Furnish steel bearing plates and layout for bearing plates.
15. Provide equipment, power and fuel for all welding. When welding inside provide smoke eater and ventilation.
16. Provide welding screens to protect other workers from welding operations.
17. Provide all roof decking, Include all deck reinforcing as detailed. Refer to architectural and plumbing drawings for roof drain locations.
18. Provide all metal ladders and ships ladders as shown. Coordinate blocking requirements with construction manager.
19. Provide all interior and exterior stainless steel and powder coated guardrails and handrails.
20. Remove stair hand rails and wall rails as shown on the Demolition drawings, see note D51, in preparation of new stainless steel hand rails provided by this contractor as typically shown on A-431.Gaurdrail to remain.
21. Provide layout for all required in-wall blocking locations.
22. Provide loose lintels.
23. Grind all welds smooth and clean and ready for painting.
24. Provide miscellaneous or loose steel angles called out on drawings.
25. Provide all steel stairs and landings.
26. Include multiple mobilizations as required to complete structural and miscellaneous work as indicated on the schedule.
27. Provide all temporary power and lighting required to complete this work.
28. Assume that mechanical equipment support steel after the metal deck is installed.
29. Provide all drilling and epoxy for steel connections as detailed.
30. Provide new rails in auditorium and modification of wall mounted handrails
31. Provide steel structure for prefinished aluminum equipment screen as indicated on A311. Coordinate installation with roof tear off.
32. Provide metal roof screen structure only at HPL screens locations. Coordinate installation with roof tear off.
33. Modification of joist and deck at new elevator opening. See S-111
34. Transfer trusses at operable partitions See S-123
35. Provide pit ladder and sump pump pip grate.
36. Roof infills, deck and structure at abandoned penetrations. Coordinate installation with roof tear off.
37. Provide joist reinforcement as indicated.
38. Provide exterior perimeter columns and headers. Layout of saw cut areas at added perimeter columns for concrete removal by others. See 14/S-201 for detail.
39. Provide Steel column/header alternate pricing for #23 and #24
40. Steel erectors and metal decking installers must utilize 100% fall protection devices at all times when working over 6'.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-06A – SPECIFIC SCOPE OF WORK –CARPENTRY

SPECIFIC SCOPE – CARPENTRY:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
06 10 00	Rough Carpentry	As Applicable
06 20 00	Finish Carpentry	In Its Entirety
05 75 00	Decorative Formed Metal	In Its Entirety
Division 07	Thermal and Moisture Protection	As Applicable
08 11 13	Hollow Metal Doors and Frames	In Its Entirety
08 14 16	Flush wood doors	In Its Entirety
08 17 00	Integrated Door Opening Assembly	In Its Entirety
08 36 13	Sectional Doors	In Its Entirety
08 70 00	Door Hardware Schedule	In Its Entirety
08 71 00	Door Hardware	In Its Entirety
08 80 00	Glazing	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. This contractor is responsible for all fall protection and safety requirements associated with roof work. When working from lifts & harnesses, or tie-offs provided by this contractor, OSHA standards must be met and followed at all times.

3. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
4. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
5. The 06A Carpentry Contractor shall furnish attic stock as required per the specifications.
6. Furnish installation instructions for proper installation of all materials and products. Furnish all applicable product data.
7. This contractor is responsible to provide fire ratings per the documents and specifications. UL labels shall be provided on all rated components.
8. This contractor shall furnish and install all sealants integral to the work associated with this bid package.
9. This contractor shall provide factory stain or sealers for field touch-up by the painting contractor.
10. Wiring diagrams for all electrical devices provided and/or installed by this contractor are to be provided and coordinated with the Electrical Contractor in time for electrical rough-in.
11. This contractor shall furnish and install all wood window trim. Fill and sand fastener holes.
12. All wood and hollow metal doors to be glazed by carpentry contractor. Glazing of door frame sidelites and vision panels is by the glazing contractor 08A.
13. Furnish and install all fire rated plywood at the telephone and equipment backer boards as required. This work may be shown on the Mechanical/Electrical/Plumbing drawings.
14. Furnish and install all hollow metal doors, metal frames, wood doors, and all door hardware for hollow metal and wood doors. Furnish and install all louvers, grilles, or grates in doors or in frames. Furnish and install any necessary anchoring devices. Installation of all wood blocking in drywall as necessary to support door hardware must be coordinated with the Drywall Contractor, 09A.
15. Provide kerfed hollow metal door frames to accommodate continuous gasket as detailed on A-602
16. Furnish and install all hollow metal borrow lites and vision panel assemblies per the door schedule, the details and the notes.
17. Hardware for storefront door systems to be provided by Glazing contract 08A
18. For the installation of doorframes, anchor and set frames in place; plumb and level. The mason or partition contractor will build their walls to the doorframe. Coordinate this work will other trades. This contractor shall assist the drywall and masonry contractors with door frame layout in partitions. The 06A carpentry contractor is responsible to verify that the frames have not been disturbed by wall construction. Allow time to re-check the doorframes after the wall contractor. Realign frames as necessary. Leave spreaders in place until removal is approved. Remove spreaders in such a way as to create no damage and leave a clean finished product. Verify that air and surface temperature, moisture and humidity conditions are suitable for installation of the work in this bid package.
19. This contractor shall furnish all clips, temporary space bars, angles, fasteners, and special tools as required for installation and maintenance of the work included in this bid package.
20. This contractor is required to measure existing opening for new doors and frames, and report contract document inconsistencies in writing to CM prior to ordering material.
21. All hollow metal doors shall be factory primed and finished.
22. All hollow metal door frames shall be factory primed.
23. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

24. Provide sliding barn doors at cafeteria, if door manufacturer cannot provide the panel the specified width two doors together, grind smooth ready for paint
25. See hardware set #28 for door and hardware replacement on existing doors. Site survey is required. The function of all existing doors will be confirmed at the conclusion of the project.
26. Provide Total Door System integrated steel doors with hardware as indicated on door schedule
27. Include in this bid package any labor and material necessary to prepare the doors and frames to receive all hardware as listed in the hardware specification sets and in the door schedule notes. Coordinate the fabrication of doors and frames to be fully prepped to receive all hardware, glass, and security devices.
28. This contractor shall provide raceways within doors and/or frames for wiring to electrical hardware.
29. Provide keying to match existing system for all hardware items in this scope and glazing package 08A. This contractor is required to attend a keying conference, pre-installation conference and hardware coordination meeting at the project site with respect to the door hardware installation.
30. Provide and install (15) construction cores, (3) control keys and (10) keys to be used at Whiting-Turner's discretion, Include removal and return to WT at final keying.
31. Furnish and install overhead doors, coiling grilles, hoods, jambs, door operators and accessories required for a complete and operational system. This includes all sills, weather seals, push/pull handles, lock cylinders/cores, brackets, smoke seals, counterbalancing systems and all other necessary parts.
32. This contractor shall assist the electrical contractor in the wiring of all electronic hardware. Provide detailed wiring diagrams and onsite support as necessary. Commission the operation of the doors to verify that they are working according to the manufacturer's specifications.
33. Coordinate with the electrical contractor to insure that provisions are compatible with electrically operated hardware components.
34. This contractor shall provide field measuring, shop drawings, hardware schedule, labels on doors, labels on hardware, etc. Properly label all finish hardware by set number and number all doors to align with the corresponding door number on the contract drawings.
35. Provide metal column surrounds as detailed in E1/A-504.
36. This contractor owns removal of exterior hollow metal doors and/or frames, in opens that are provided in this contract. If new opening is not complete the same day, temporary plywood openings will need to be installed to secure building.
37. Maple wood trim
38. Furnish and install custom display cases complete as detailed on sheet A-405, including but not limited to all plywood, veneer plywood, wood trim, solid surface, LED light fixture and glass shelving, brackets, glass display door systems, etc. for a complete installation.
39. Install and remove (2) wood elevator guard rail with offset from wall, with removable rail section.
40. Install and remove temporary wood hand rail and stair rail for gym auditorium lobby ramp and stairs and auditorium lobby stair guard rail, approximated 125' guard rail and hand rail for (2) stairs.
41. Install and remove temporary wood guard and hand rail for new stair #4 at stairs, landing and top landing. Install and remove temporary foam tread and landing infills.
42. Install and remove temporary metal framed wall to deck with insulation and drywall both sides, wall finished and masking taped seams and painted, each wall to have an owner supplied, contractor installed door, frame and hardware installed in.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance No. 1: Include the amount of $15,000 for miscellaneous protection.

ALTERNATES
Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-07A – SPECIFIC SCOPE OF WORK – ROOFING

SPECIFIC SCOPE – ROOFING:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
06 10 00	Rough Carpentry	As Applicable
07 21 00	Thermal Insulation	As Applicable
07 25 00	Weather Barriers	In Its Entirety
07 53 00	Elastomeric Membrane Roofing	In Its Entirety
07 54 19	PVC Thermoplastic single-ply roofing	In Its Entirety
07 62 00	Sheet Metal Flashing and Trim	In Its Entirety
07 71 00	Roof Specialties	In Its Entirety
07 81 00	Roof Accessories	In Its Entirety
07 92 00	Joint sealants	In Its Entirety
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
Division 26	Electrical	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Roof demo and replacement to take place during summer break 2019 and 2020 only. Misc roof work and flashing of new penetrations to take place per construction schedule.
3. This contractor shall provide all design, engineering and certifications as required for this work.

4. This contractor is required to review all drawings including Structural, Architectural Mechanical, Electrical, Plumbing, Fire Protection, and Food service prior to mobilization to site to identify all items that need to be embedded-in, penetrate or generally coordinated with roofing work.
5. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
6. This contractor shall be required to provide dumpsters and waste removal for their work during the execution of their work.
7. This contractor is responsible for all fall protection and safety requirements associated with roof work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
8. Provide demolition of all existing roof assemblies complete, down to existing structural roof deck. Include demolition of canopy roofs. Include removal of unused blocking, pockets, abandoned vents and curbs.
9. Any areas of existing roof that are removed on a given workday, must be made water-tight at the end of the same workday. The use of tarps does not constitute water-tight.
10. Contractor shall NOT remove sections of roof that are identified to have asbestos-containing-materials. These areas of roofing will be removed down to the deck by others. This contractor will be responsible to coordinate their work with the asbestos abatement contractor. Any areas of existing roof that are removed on a given workday by the asbestos abatement contractor, must be made water-tight at the end of the same workday by the roofing contractor.
11. Furnish and install the Ethylene-propylene-diene-monomer (EPDM) roof system. Obtain manufacturer's warranty for system.
12. Furnish and install, complete, entire roofing system including all accessories, but not limited to: insulation, cover board, membrane, flashing, termination bars, battens, miscellaneous fasteners, copings, gravel stops, walkpads, etc. Include new roof at canopies. The system is to be installed to meet the requirements of the Contract Documents and/or manufacturer's details; whichever is more stringent.
13. Provide new pads and pedestals for new and existing gas piping on the roof.
14. Coordinate your work with structural deck replacement at locations noted on drawings.
15. At locations, where existing thru-wall flashings will be buried by new roofing AND new roofing membrane will be adhered to existing building wall, this contractor shall remove existing thru-wall flashing as necessary to ensure smooth and proper adherence of new roof membrane to existing building wall.
16. This contractor shall demo, remove and dispose of existing roof drains shown to be replaced. The plumbing contractor shall disconnect old drains below deck. Roofing contractor to provide and install new roof drain fixtures. Plumber to tie in new fixtures below deck. Plumber will not supply roof drain fixtures.
17. This contractor shall prepare all required information and materials and attend the required pre-installation conference, as per the Contract Documents.
18. This contractor shall provide all required inspections and warranties.
19. Furnish and install mock-up(s) as required by the Contract Documents. Mock-up(s) will not only be used to approve materials but to establish the quality for the entire project. Any area not conforming to the mock-up will be re-worked. In addition, the architect will inspect the first sections of completed work to develop a standard for the rest of the work. An exterior wall mock-up will be needed; review the Contract Documents for all other mock-ups required.
20. Field verify steel framing, curbs, and other conditions effecting this work and notify WT of any conflicts at least two (2) weeks prior to the start of this work. Commencement of this work will constitute acceptance of the condition by this contractor.

21. Furnish and install all sealants, mastics, and splicing cement associated with the work installed herein.
22. This contractor shall provide all sealants, caulking, etc. between the roof system and all adjacent building materials. Install as per the manufacturer's specifications and directions.
23. Furnish and install all roof blocking including but not limited to all top and bottom of the parapet, roof edge roof area divider, expansion joints, and rooftop equipment curb blocking for all Mechanical/Electrical/Plumping/Fire Protection equipment, etc. Include wood blocking as necessary to make the mechanical equipment level. See LEED Requirements for wood.
24. Furnish and install any blocking necessary for all roof accessories such as ladders, roof hatches, fall arrest, etc.
25. This contractor shall provide all roofing cant strips – including wood cant strips and any necessary brackets or installation hardware.
26. Furnish and install all flat and tapered roofing insulation. Provide shop drawings 3 weeks after award.
27. Provide appropriate perimeter blocking thickness as determined by the tapered insulation thickness, regardless of contract drawings. Fascia height should be sized to cover blocking and provide appreciate reveal at brick regardless of height shown on contract drawings
28. Furnish and install all required vapor barriers as required within the roofing systems.
29. Furnish and install all metal fascia's as indicated on the Contract Documents.
30. This contractor shall furnish and install all roof fascia plywood and/or blocking and roof edge blocking.
31. Furnish and install all flashing, both metal and membrane, associated with the roof installation. This includes but is not limited to, parapet coping and flashing, reglets, roof edge, counter-flashing (including those on curbs provided by others), gravel stops, etc. This Contractor is required to perform all required caulking of copings and flashings where called out on the Contract Documents.
32. Furnish and install all flashing, both metal and membrane and patching, associated with the penetrations of existing roofing systems for new and removed mechanical, plumbing and electrical items. Include this work in base bid, extent of "existing" to be dictated by which roofing alternates will be accepted.
33. This contractor shall coordinate with all architectural, mechanical, and electrical drawings and with related Contractors to determine the amount of roof penetrations and provide the proper flashing.
34. Furnish and install all pipe enclosure details including all flashings, sealants, fasteners, sheet metal enclosures, etc. for a complete system.
35. This contractor shall flash, seal, etc. all steel/mechanical/plumbing/electrical/accessory penetrations in the roof. Provide boots, pre-molded pipe seals and pitch pockets as necessary for each penetration.
36. Furnish and install the roof expansion joint system and area dividers including but not limited to, blocking, plates, angles, tension bars, flashing, caps, fasteners, etc.
37. This contractor shall furnish and install all gutters, downspouts, and scuppers, complete.
38. Furnish and install all required splash blocks.
39. This contractor shall furnish and install all required roof treads and walkway pads as indicated in the Contract Documents, including any required 'slip sheeting' or other type of wear pad between the roof and roof treads per the manufacturer's requirements. Coordinate locations and extent with the mechanical drawings.
40. This contractor will perform testing on the roof system as required by the Contract Documents and manufacturer's requirements.
41. This contractor shall insure that material and equipment loading do not exceed the allowable capacity. Verify loading requirements and limits with WT and the Contract Documents.
42. This contractor is responsible to protect all work in progress from rain or moisture on a daily basis.
43. This contractor shall protect all permanent roofing during execution of this work.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 – Include $20,000 for miscellaneous roofing as directed by the CM.
Allowance #2 – Include 600 Laborer man hours for clean up as directed by the CM.

ALTERNATES

Provide all roofing work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

		ADD	DEDUCT
UNIT PRICE No. 1	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts up to 50 square feet, per s.f.	$	$
UNIT PRICE No. 2	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts 51 – 100 square feet, per s.f.	$	$
UNIT PRICE No. 3	Remove portions of existing, failed roof deck. Replace with tectum deck to match existing roof deck, for amounts over 100 square feet, per s.f.	$	$
UNIT PRICE No. 4	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts up to 50 square feet, per s.f.	$	$
UNIT PRICE No. 5	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts 51 – 100 square feet, per s.f.	$	$
UNIT PRICE No. 6	Remove portions of existing, failed roof deck. Replace with metal roof deck to match existing deck thickness, for amounts over 100 square feet, per s.f.	$	$

SECTION 011200-07B – SPECIFIC SCOPE OF WORK – EXTERIOR PANELS

SPECIFIC SCOPE – EXTERIOR PANELS:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 05	Metals	As Applicable
05 75 00	Decorative Formed Metal	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 42 13	Metal Wall Panels	In Its Entirety
07 42 33	Phenolic Wall Panels	In Its Entirety
07 62 00	Sheet Metal Flashing and Trim	As Applicable
07 92 00	Joint Sealants	In Its Entirety
07 95 13	Expansion Joint Cover Assemblies	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. Furnish and install insulated metal panels typical as shown on A-434, including all required fasteners, clips, adhesives, sealants etc. as required for a complete system.

5. Furnish and install all HPL screen walls typical as shown on A-313 and A-614.
6. Aluminum cap at HPL screen walls as shown on A-313 shall be provided by this contractor.
7. Furnish and install HPL wall panels in the new vestibule as shown on A-316.
8. Furnish and install aluminum composite material at entrance typical as shown on A-614 and A-214.
9. Furnish and install all prefinished aluminum equipment screens as indicated on A311. Structural steel framing is by others.
10. Caulking integral to systems under this scope of work to be provided by this contractor. Caulking of wall panels to adacent materials is by others.
11. Provide metal trim around windows and HPL panels, see examples in A3/A-611 and A4/A-611
12. Provide metal flashing as detailed on C4/A-421

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

NONE

ALTERNATES

Provide all wall panel work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.

ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-07C – SPECIFIC SCOPE OF WORK –SPRAY FOAM

SPECIFIC SCOPE – SPRAY FOAM:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 21 00	Thermal Insulation	As Applicable
07 21 29	Sprayed Insulation	In Its Entrirety
07 25 00	Weather Barriers	In Its Entirety
07 26 40	Spray Polyurethane Foam Insulating Air Barrier	In Its Entirety
07 81 00	Applied Fireproofing	In Its Entirety
07 81 23	Intumescent Mastic Fireproofing	In Its Entirety
07 84 00	Firestopping	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.

3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. Furnish and install all spray foam insulation as indicated. Include all labor and materials as required for a complete installation.
5. Refer to LEED requirements in the specifications.
6. Provide intumescent paint over spray foam insulation typical as noted on sheet A-310.
7. All spray foam insulating air barrier as indicated.
8. Drainage materail between wall and spray foam to be provided by Drywall contractor.
9. This contractor shall protect all surfaces from overspray. This includes finished and non-finished surfaces including steel and concrete. Include in your price the masking of finished products that may be installed prior to your work.
10. This contractor shall promptly clean/remove any overspray from adjacent factory finished materials or glass. Cover ALL glass prior to spraying.
11. Include in your base bid the cost for (1) remobilization per phase as required for minor touch-ups and patching of spray foam and intumescent paint following work of other trades.
12. Provide foam at gymnasium entrance as shown in A-313.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None

ALTERNATES

Provide all spray foam work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.

ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-07D – SPECIFIC SCOPE OF WORK –CAULKING

SPECIFIC SCOPE – CAULKING:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
02 41 00	Demolition	As Applicable
Division 04	Masonry	As Applicable
07 92 00	Joint Sealants	In Its Entirety
Division 08	Openings	As Applicable
Division 09	Finishes	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. All trucks are required to clean their tires prior to leaving the project site.
4. This contractor is responsible for all fall protection and safety requirements associated with roof work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
5. Furnish and install mock-up(s) as required by the Contract Documents. Mock-up(s) will not only be used to approve materials but to establish the quality for the entire project. Any area not conforming to the mock-up will be re-worked. In addition, the architect will inspect the first sections of completed work to develop a standard for the rest of the work. An exterior wall mock-up will be needed; review the Contract Documents for all other mock-ups required.

6. Furnish and install caulking or sealants at the following locations, both interior and exterior when applicable:
    A. Door frames, exterior, to adjoining material.
    B. New Elevator jambs
    C. Interior door and window frames to adjoining material.
    D. Overhead coiling doors, exterior, to adjoining material.
    E. Plumbing fixtures to adjoining material.
    F. Bathroom accessories to adjoining material (only if shown on drawings).
    G. Windows/Aluminum to interior finish (drywall/masonry/etc.).
    H. Interior/exterior masonry to masonry.
    I. Drywall to masonry.
    J. Drywall to Steel
    K. Masonry to concrete
    L. Metal panel (including corrugated metal panel) to masonry or adjoining material.
    M. Wall construction joints, interior or exterior.
    N. Louvers.
    O. Casework and trim to adjoining materials.
    P. Stone treads see A-313
    Q. Head joints at cast stone cap, See examples E6/A-314 and A3/A-613
    R. Lockers to solid surface enclosure, see typical detail on A-511
    S. In general, all sealants between dissimilar materials unless noted below.
    T. In general, all exterior sealants unless noted below.
    U. In general, all interior sealants unless noted below.
7. The following sealants are furnished and installed by others:
    A. Window to window.
    B. Exterior Windows and storefront to masonry.
    C. Aluminum to aluminum.
    D. Internal to the roofing system.
    E. Metal panel to metal panel.
    F. Kitchen equipment.
    G. Fire and acoustical sealants associated with the partitions.
    H. Fire caulking at mechanical and electrical penetrations.
8. Provide warranty for this work as per the Contract Documents.
9. Furnish and install all backer rods or embeds associated with this work.
10. Submit shop drawings, instructions, certificates, and reports for all joint systems as specified.
11. Furnish and install all fill materials as necessary to complete the work herein. Materials include but are not limited to firestop devices, sealants, composite sheets, putties, wrap strips, mortars, pillows/bags, and silicone foams.
12. Rake out and remove sealant and backer rod of all existing exterior masonry control joints, provide new backer rod and sealant. See note B on Exterior Elevations

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. **Allowance No. 1:** Include the amount of $5,000 for miscellaneous caulking

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-08A – SPECIFIC SCOPE OF WORK – GLASS, GLAZING AND ALUMINUM

SPECIFIC SCOPE – GLASS, GLAZING AND ALUMINUM:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	In Its Entirety
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
05 75 00	Decorative Formed Metal	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 21 00	Thermal Insulation	As Applicable
07 21 29	Sprayed Insulation	In Its Entirety
07 92 00	Joint Sealants	In Its Entirety
Division 08	Openings	As Applicable
08 17 00	Integrated Door Opening Assemble	As Applicable
08 43 13	Aluminum Framed Storefronts	In Its Entirety
08 44 13	Glazed Aluminum Curtain Walls	In Its Entirety
08 70 00	Door Hardware Schedule	In Its Entirety
08 71 00	Door Hardware	In Its Entirety
08 80 00	Glazing	In Its Entirety
Division 26	Electrical	As Applicable
26 29 00	Low Voltage Controllers	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. Provide and pay for all hoisting, rigging, scaffolding, shoring, equipment, etc. required to accomplish the work described herein.
5. Shop drawings are to be completed and submitted to Whiting-Turner no later than three (3) weeks after award of contract. Shop drawings/submittals are to include design data that conform to the project specific performance requirements; reference Contract Documents for all performance requirements. Design data must be signed and sealed by a Professional Engineer registered in the State of Delaware.
6. This Contractor shall strictly adhere to the project schedule and/or durations respective to this scope of work and any change in construction sequencing as may be necessary for the overall benefit of the project.
7. Furnish and install complete aluminum curtainwall and storefront systems, windows, interior aluminum window systems, aluminum doors and other aluminum products; including but not limited to all interior aluminum frame window units, spandrel panels, window trim, break metal, hardware, shims, fasteners, clips and accessories required for a complete installation.
8. This contractor shall demo, remove and dispose of existing windows, storefront and aluminum doors and frames in openings provided under this contract. The intent shall be for the glass contractor to remove existing systems immediately ahead of installation of new materials being installed. At areas of windows or doors that are removed in a given workday, the new window/door system is to be installed in the same workday. At a minimum, areas that are removed in given workday, are to be made secure and water-tight by the end of the same workday. All temporary protection measures are to be completed by this contractor, to the satisfaction of the construction manager and the owner. Demo of materials identified to contain asbestos is by others.
9. Furnish and install all aluminum entrance doors, interior and exterior, and door hardware as shown. Provide any required internal structural supports within framing members or door members.
10. All aluminum windows and doors are to be furnished with glazing as specified within the Contract Documents.
11. This contractor shall install furnish and install all hardware associated with the aluminum entrance systems. Provide cylinders for all aluminum hardware. Keying and cores are by others. Power and low voltage wiring to electrical hardware components will be by others.
12. Provide all-prefinished aluminum materials as specified.
13. Furnish and install the aluminum finish trim for all systems furnished under this package.
14. Provide glazing for all door frames, sidelites and vision panels. Wood and hollow metal doors to be factory glazed and provided by others.
15. This contractor shall field verify all existing rough opening dimensions during the shop drawing review phase.
16. Furnish and install all steel required within storefront openings or within aluminum extrusions that might be necessary to support the storefront system and that meets the designed wind loading criteria.
17. Provide any supplemental framing that is required to properly support the work described herein but not shown on the drawings or specifically assigned to another trade contractor.
18. Furnish and install all flashing, drip edges, stop beads, jamb extensions, sills, stools, in frame insulation, weather stripping, etc. to ensure a water tight system.
19. Provide sill flashing at new windows.
20. Provide any required wood blocking or wood nailers necessary for a complete installation.

21. This contractor is responsible for providing all caulking or sealants integral to the aluminum storefront and/or window systems and exterior caulking to adjacent dissimilar materials (i.e. aluminum to masonry). Interior caulking shall be by the Caulking Contractor.
22. Low rise spray foam at aluminum window heads, sills and jambs as indicated per details on sheet A-611 and A-612 shall be provided by this contractor.
23. Furnish and pay for all engineering, testing, certifications, site visits by manufacturer's representatives, etc. if required by the contract documents.
24. Coordinate with and make provisions for any security wiring and devices to be installed by others such as but not limited to reinforcement, raceways, cutouts, etc.
25. Include the necessary multiple mobilizations to the jobsite to facilitate the work per the project schedule.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

NONE

ALTERNATES

Provide all glazing and aluminum work, in accordance with above specific scope of work, as applicable, for the alternates listed below.
Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.

ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.
None.

SECTION 011200-09A – SPECIFIC SCOPE OF WORK –DRYWALL

SPECIFIC SCOPE – DRYWALL:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 05	Metals	As Applicable
05 40 00	Cold-Formed Metal Framing	In Its Entirety
05 50 00	Metal Fabrications	As Applicable
Division 06	Wood, Plastics, and Composites	As Applicable
06 10 00	Rough Carpentry	In Its Entirety
06 20 00	Finish Carpentry	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 21 00	Thermal Insulation	In Its Entirety
07 25 00	Weather Barriers	As Applicable
07 81 00	Applied Fireproofing	As Applicable
07 84 00	Firestopping	In Its Entirety
07 92 00	Joint Sealants	In Its Entirety
07 95 13	Expansion Joint Cover Assemblies	As Applicable
Division 08	Openings	As Applicable
08 11 13	Hollow Metal Doors and Frames	In Its Entirety
08 14 16	Flush Wood Doors	In Its Entirety
08 17 00	Integrated Door Opening Assembly	As Applicable
08 70 00	Door Hardware Schedule	In Its Entirety

08 71 00	Door Hardware	In Its Entirety
Division 09	Finishes	As Applicable
09 21 16	Gypsum Board Assemblies	In Its Entirety
09 52 00	Specialty Ceiling Systems	As Applicable
09 81 00	Acoustical Insulation	In Its Entirety
09 84 00	Acoustic Room Components	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
5. Provide stud post and box headers typ. as shown on S-104.
6. Furnish and install fire treated/pressure treated plywood sheathing at cafeteria vestibule as indicated on sheet A-421.
7. Furnish and install air vapor barrier, examples detailed on A-421, A-612 and A-502
8. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
9. This contract will be responsible for all exterior stud walls, interior metal stud walls and ceilings, soffits, bulkheads, sheathing, drywall, gypsum board, vapor barriers, batt insulation and sound batt material.
10. Provide all soffit framing and bracing as indicated.
11. Furnish and install all shaft wall assemblies as indicated.
12. Provide all stud wall infills as indicated. Construction of infills shall match the details as shown for that wall type.
13. EIFS at entrance soffits shall be provided by this contractor.
14. Provide soundproofing and fireproofing as detailed. Provide materials as required to meet all ratings as listed.
15. Include knee walls at all vision panels. Match existing wall types unless otherwise noted (ref. A-601).
16. Perimeter type 10 walls to be framed prior to spray insulation. Furnish and install all light gage metal lintels, angles, or clips. Materials installed in areas to receive spray foam shall be installed prior to foam application. This contractor shall account for multiple mobilizations to coordinate this work.
17. This contractor is responsible to provide a dedicated layout crew (either in-house or independent) to perform layout of all walls, all doors, and window openings in walls. This crew must be onsite at the request of the construction manager when areas become available for layout. Layout work will consist of marking lines on the floor with permanent marker and applying a sealer over the markings to keep them from fading.

18. Door frames and windows are to be installed by others. Upon completion of these installations, this contractor is required to verify that the wall framing is plumb and true. This includes verifying that door frames and window frames are plumb and true.
19. This contractor is required to furnish and install all metal framing (interior and exterior); including but not limited to all diagonal bracing, straps, kickbacks, etc. required for the framing system.
20. This contractor will be responsible for coordinating kickback locations with the M/E/P/FP trades. In cases where kickbacks, additional wall support, etc. are in conflict with M/E/P/FP piping, equipment, ductwork etc., it is the responsibility of this contractor to relocate framing to avoid conflict.
21. Furnish and install all gypsum board and other sheathing on the building, including but not limited to all drywall, cement board, etc. Tape or seal joints as required by the specifications and drawing details.
22. This contractor shall furnish and install all required sealants, both fire rated and acoustical as required at tops, bottoms and sides of walls. This contractor is responsible to provide all fire safing/fire rating per the UL designations as detailed on the partition types drawings.
23. Furnish and install all metal stud framing and gypsum wall board located on top of CMU walls.
24. This contractor shall furnish, install and coordinate all in-wall blocking, kitchen metal and wood for all materials attaching to this contractor's work including but not limited to casework, bathroom partitions, bathroom/washroom accessories, mechanical/plumbing and/or electrical equipment, window treatments, door hardware, televisions etc. All wall cabinets, grab bars, toilet partitions blocking must be fire treated wood. Provide blocking in existing gypsum walls.
25. Exterior window and roof blocking is provided by others.
26. Exposed fire rated plywood used as equipment backing panels is by others.
27. This contractor is responsible to verify that substrates installed under this contract requiring finishes other than paint are with the allowable tolerances for the installation of those finishes.
28. Access doors and panels for access to mechanical, electrical, plumbing and fire protection equipment, valves, etc. are furnished by others for installation by the drywall contractor. Framing for these access doors and panels is by this contractor. It is the responsibility of this contractor to coordinate the size and layout for all access doors and panels with the M/E/P&FP trades. See section 01 31 10, 1.06, F for additional information.
29. Furnish and install all expansion and control joints in wall and gypsum wall board ceiling construction integral to this work.
30. This contractor is responsible to clear all expansion gaps of material and debris prior to close-up. WT must be given at least 24-hour notice in order to perform the proper inspections.
31. All interior metal stud framing is to be fastened top and bottom to the track, both sides. Walls are not to be closed up until this has been inspected (unless the wall is detailed as a slip-track connection).
32. Provide all light gage metal furring, framing, grids, straps, studs, resilient channels, box beams and accessories.
33. Provide gypsum wallboard ceilings as indicated on the contract documents.
34. This contractor is responsible, at all drywall column enclosures, to coordinate the size of the enclosure with M/E/P/FP drawings to allow for additional space required for chases.
35. This contractor shall verify that air and surface temperature, moisture, and humidity conditions are suitable for installation of this work.
36. Provide finishing of all GWB assemblies to levels as indicated in the contract documents.
37. This contractor is responsible to provide angles, filler, caulking and fire safing where partitions abut adjacent construction.
38. This contractor shall provide supplemental lighting for gypsum board finishing if required.
39. Metal corner bead is to be mechanically fastened by screws at all locations.
40. Coordinate with the Painting contractor to patch and prep for finishes as follows:
    A. Drywall subcontractor will complete final sanding of drywall.

B. Painter to apply prime coat (spray and backroll is acceptable).
C. Whiting-Turner, Drywall and Painting Contractors to walk the entire area and review drywall quality. Imperfections will be identified and marked in the filed.
D. Drywall contractor will repair all marked imperfections.
E. Painter will proceed with application of 1st coat.
F. Items C and D will be repeated, correcting any remaining imperfections.
G. Balance of work will be completed i.e. millwork, flooring, hardware, etc.
H. Painter will complete final coat by means of rolling/brushing.

41. This contractor shall participate in a sign-off procedure, as established by Whiting-Turner, on a room by room basis after priming and point up, prior to the room being released to receive final coats of paint.
42. Include in your price the cost to perform normal punch-list point-ups at the end of the project prior to move in. This is in addition to point-ups performed in items A-H above.
43. Provide framing and decking of media room platforms.
44. Provide code compliance above ceilings identification markings of fire rated gypsum and CMU walls.
45. Provide metal bench framing and fire treated plywood as detailed on A6/A-508
46. Provide drainage material for type 10 walls and as indicated at spray foam locations.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None.

ALTERNATES

Provide all studs and drywall work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.

ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-09B – SPECIFIC SCOPE OF WORK – FLOORING

SPECIFIC SCOPE – FLOORING:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
06 20 00	Finish Carpentry	As Applicable
07 92 00	Joint Sealant	As Applicable
09 05 61	Common Work Results for Flooring Preparation	In Its Entirety
09 30 00	Tiling	In Its Entirety
09 65 00	Resilient Flooring	In Its Entirety
09 66 16	Precast Cement Terrazzo Treads and Landings	In Its Entirety
09 68 13	Tile Carpeting	In Its Entirety
09 68 16	Sheet Carpeting	In Its Entirety
09 93 00	Refinishing Wood Flooring	In Its Entirety

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. All trucks are required to clean their tires prior to leaving the project site.
4. Work hours are 7:00 am to 3:30 pm. All contractors are required to be onsite minimum 5 days per week, 8 hours per day. If worker must report to the company's shop or other location prior to being

onsite, arrangements must be made to allow the worker to arrive at the jobsite at 7:00 am and work a full 8 hour shift. Include this cost in the bid.

5. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
6. This project is multi-phased and will require multiple mobilizations.
7. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
8. Temporary lighting will be provided by other. It is the responsibility of this contractor to provide supplemental lighting for this trades work as necessary.
9. This contractor is responsible to provide supplemental heating, if required, to properly install this scope of work.
10. Furnish and install all flooring, base, and accessories including but not limited to Porcelain Floor tile, Textile Composite Tile, Quarry Tile, Rubber tile flooring, Carpet tile, Broadloom Carpet, Vinyl Composite Tile (VCT), Ceramic Wall Tile Glass Mosaic Wall Tile, Porcelain Cove Base, Stainless steel cove trim, Resilient Cove Base, Quarry Cove Base, Grout, Adhesives, Thresholds, Rubber Stair Treads, Walk off carpet tile, marble thresholds, and accessories, etc.
11. Provide all preparation work for all flooring in accordance with the manufacturer's recommendations. Provide testing, inspection, reporting and actions as detailed in section 09 05 61 Part 3.
12. For flooring to be installed over terrazzo, include preparing/abrading/priming and or sealing making ready for flooring. All preparation work shall comply with the adhesive, cementitious underlayment or floor covering manufacturers.
13. In areas of asbestos tile abatement, abatement contractor will remove tile only, adhesive to remain. Remaining adhesives residues must be removed, prior to any new flooring installation. It is the flooring contractors responsibly to remove this adhesive directly after abatement. Assume this work will require a separate mobilization above and beyond flooring installation in each phase. Removal must comply with LEED VOC limits and OSHA silica standard.
14. This contractor shall provide flash patching of the concrete slabs and decks in areas to receive resilient flooring.
15. This contractor shall furnish and install all resilient tile and sheet flooring, base, stair treads and accessories.
16. This contractor shall furnish and install all rubber/vinyl base on the exposed sides and toe kicks of all casework.
17. Provide all required transitions and miscellaneous trim pieces as required.
18. Scrape, broom and vacuum substrate to be covered by flooring immediately before installation.
19. This contractor shall clean all cracks and sawcut control joints.
20. Include in base bid flash patching/skim coating of 100% of the total flooring area include additional patching of 1/8" at all plumbing slab on grade saw cut areas.
21. Provide to provide smooth transitions at terrazzo. See detail A2/I-002
22. Tile contractor to include prep of existing walls to receive new ceramic/porcelain wall tile/wainscot
23. This contractor shall provide minor floor cleaning at the completion of the flooring installation as required in the specification sections. Others will accomplish final/occupancy cleaning.
24. Provide all required and manufacturer approved adhesives and setting bed materials.
25. Provide all required expansion joints and thresholds, sealants, control joins, etc. as required to provide a complete finished product.
26. Furnish and deliver all required attic stock as per the specification requirements.

27. Provide all caulking and sealants as required, including but not limited to control joints and expansion joints. Furnish and install any expansion joints in the flooring products.
28. Coordinate with the Mechanical/Plumbing and Electrical Contractors to insure a neat and flush interface with devices installed in this work.
29. Prepare a mock –up of flooring per the specification requirements, including standard pattern to be approved by the Owner prior to commencement of work. Mock-up shall represent the standard of workmanship for the tile work and shall remain in place unless the Owner/Architect rejects the mock-up based on workmanship, in which case removal of the mock-up is included in this scope of work.
30. Verify that all air and surface temperature, moisture and humidity conditions are suitable for the installation of this work.
31. This contractor shall conduct moisture and/or bond tests on substrate surfaces. Notify WT of any problems/issues 2 weeks prior to installation.
32. This contractor is responsible for hauling of all materials to the jobsite and work area. WT will not provide any laborers or assistance.
33. Temporary water will be provided by others, but the location may not be near your work area.
34. The beginning of this Contractor's work constitutes acceptance of the floor surface. Notify WT of any problems two weeks prior to starting work.
35. All VCT, seamless flooring, and base seams must be inconspicuous, tight, flat, unpuckered edges, and free of excess adhesive.
36. Provide caulking to match at all flooring to doorframes as required.
37. This contractor shall provide a price to furnish and install alternate 7, Refurbish, refinish, and restripe gymnasium floor and alternate 10: Refurbish auditorium stage, including wood infill.
38. Provide precast terrazzo treads and landings. Note both set of stairs adjacent to ramp in gym lobby to receive terrazzo treads, see I drawings for all locations. Cast in place epoxy resin terrazzo by others
39. For Alternate #22 - Group toilet room floors, existing resinous floor is not going to be demoed, include the cost of preparing substrate to receive tile.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. None.

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.

ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-09C – SPECIFIC SCOPE OF WORK – ACOUSTICAL

SPECIFIC SCOPE – ACOUSTICAL:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 26

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 09	Finishes	As Applicable
09 51 00	Acoustical Ceiling Systems	In Its Entirety
09 52 00	Specialty Ceiling Systems	In Its Entirety
09 54 23	Linear Metal Ceilings	In Its Entirety
09 84 00	Acoustic Room Components	In Its Entirety

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
5. Furnish and install all acoustical ceiling systems, complete, per the contract drawings and specifications, including but not limited to grid, hanger wire, fasteners, tile and accessories.

6. Furnish and install suspended acoustical baffles complete as indicated on sheets A121.1 through A122.2 and as detailed on sheet A513 and A-615
7. Furnish and install acoustic ceiling diffuser panels.
8. Provide Acoustic spray applied finish (ref. Note 7/A121.4)
9. Furnish and install all linear metal soffit as indicated on the reflective ceiling plan and as shown on A313. Include all clips, fasteners, etc. as required for a complete installation.
10. Furnish and install suspended accent canopies as indicated.
11. Layout of radii for all radiused soffits is the responsibility of this contractor.
12. Remove and replace acoustical panels in the Auditorium as indicated on A-413
13. Provide acoustic wall panels (ref. A-414, A-413, I-001)
14. Coordinate ceiling grid and wall angle systems with wall types. All work performed by this Contractor must be coordinated with other trades.
15. Include caulking of the ceiling grid angle to the drywall smoke partition walls where detailed.
16. This contractor shall assume that installations of the ceiling grid, cutting in of the perimeter tiles, and dropping in the full tiles are three separate activities that may not happen at the same time. Assume some of the tiles will be cut earlier than scheduled and turned over to the M/E/P/FP trades.
17. This contractor shall allow time to layout ceiling grid in each room before the Sprinkler Contractor can install their systems and piping. The sprinkler contractor will install all work after this contractor performs layout but before the installation of the grid.
18. Allow for a separate mobilization for and cut all ceiling tiles for the mechanical, electrical, plumbing and fire protection trades.
19. This contractor shall be responsible for touch-up painting of cut ceiling tile edges where exposed.
20. Prior to installing any ceiling tile, this contractor shall verify that air and surface temperature, moisture, and humidity conditions are suitable for the installation of this work. Provide documentation stating this with daily reports.
21. Furnish and install expansion and control joints in ceiling or wall construction integral with this work.
22. Furnish and install any custom metal break shapes as required or noted on the drawings that are integral to the ceiling system.
23. Provide cloud ceilings as noted on note 7 of reflected ceiling plan.
24. Furnish and deliver attic stock as required per the contract documents.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 – Include $15,000 for miscellaneous ceiling work as directed by the CM.

ALTERNATES

Provide all acoustical ceiling work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED

ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

NONE

SECTION 011200-09D – SPECIFIC SCOPE OF WORK – PAINT

SPECIFIC SCOPE – PAINT:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 06	Wood, Plastics, and Composites	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 92 00	Joint Sealants	As Applicable
Division 08	Openings	As Applicable
Division 09	Finishes	As Applicable
09 72 00	Wall Coverings	In Its Entirety
09 91 13	Exterior Painting	In Its Entirety
09 91 23	Interior Painting	In Its Entirety
09 93 00	Refinishing Wood Flooring	As Applicable
Division 22	Plumbing	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
5. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization.
6. Temporary lighting will be provided by other. It is the responsibility of this contractor to provide supplemental lighting for surface preparation and painting as required to accomplish the work described herein.
7. This contractor shall protect all surfaces from overspray. This includes finished and non-finished surfaces including steel and concrete. Include in your price the masking of finished products that may be installed prior to your painting.
8. This contractor shall promptly clean/remove any overspray from adjacent factory finished materials or glass. Cover ALL glass prior to painting.
9. Furnish and install all painting including but not limited to, at a minimum, one prime coat, priming of all GWB point up and patching, and two final coats at the specified thickness. If sprayed, all (3) coats must be back rolled.
10. Furnish and install all paint/special paint/block filler/epoxy paint coatings and accessory materials where indicated. Review wall sections and elevations for the extent of the work.
11. Provide the painting of all interior and exterior surfaces required by the contract drawings and specifications as shown including but not limited to all concrete, masonry, gypsum wallboard, plaster, wood and metal surfaces, hollow metal doors and frames, reveals, access panels, stairs, exterior materials not prefinished, wood window trim, exposed steel, sprinkler pipe, exposed metal deck, handrails, exterior lintels, bollards, exposed exterior gas piping, and any exposed incoming utilities and piping as required.
12. Clean and prep brick prior to painting.
13. Clean, prime and paint existing steel lintels typical as noted on A1/A-312, A-602 and A-603.
14. Painting of exposed deck where indicated. Include the cost of prep, including but not limited to : scraping, cleaning, sanding etc. as required to prepare decking to receive paint.
15. Painting of existing bar joists and deck in cafeteria and learning commons.
16. Paint all exposed structure unless noted otherwise.
17. Prep and painting of exposed structure at existing canopy as noted on sheet A-312.
18. Prime and paint the underside of exposed metal stairs. Include all required prep work, including but not limited to scraping, sanding, cleaning, etc. as required to receive paint.
19. Prep and paint existing plaster soffits.
20. Include in base bid the cost for painting interior and exterior of existing window frames as noted on A-310. A deduct alternate shall be provided if window replacement alternate is accepted (ref. Alternates below).
21. Where minimal work is taking place, this contractor shall paint all newly installed conduit.
22. Painting of new exposed roof gas pipe is by this contractor.

23. This contractor shall provide painting of all exposed mechanical and electrical items in mechanical rooms and occupied spaces including but not limited to uninsulated metal piping, uninsulated plastic piping, pipe hangers and supports, tanks that do not have a factory applied finish, duct, conduit, paintable insulation, etc.
24. Fire rating, UL, and any other pipe or equipment labels shall not be painted over.
25. This contractor shall include painting of any exterior or rooftop piping, steel, or mechanical devices noted to be painted.
26. This contractor shall cover and protect all sprinkler heads prior to painting ceilings and sprinkler piping. Removal of protection shall be included in this Contractor's work.
27. Provide painting preparation of all surfaces as required by the paint manufacturer and specification, including but not limited to all items listed in this scope of work.
28. Provide minor prep work to hollow metal and wood trim and gypsum walls prior to installation including but not limited to sanding, scraping, puttying minor dents, minor cleaning and/or dusting, etc. Filling and sanding of nail holes in wood window trim is by others.
29. This contractor shall perform exterior painting of wood, masonry and metal items to receive paint.
30. This contractor shall furnish and install painting of all roof access ladders, elevator pit ladders or other miscellaneous metals items.
31. This contractor shall furnish and install all concrete floor sealers and required primer at all locations noted in the finish schedule.
32. Furnish and install all high performance coatings on concrete, masonry, gypsum wallboard, and steel as noted on the contract drawings. Intumescent paint applied to spray foam is by others.
33. This contractor shall include cost to paint any galvanized steel that is specified to receive paint. Perform all necessary preparation and utilize the correct products to ensure proper paint adhesion.
34. Provide attic stock at a minimum of one labeled and unopened one-gallon container of each paint color, type, and texture used on the project for turnover to the owner at project completion. Provide additional quantities if required by the specifications.
35. The beginning of this contractor's installation constitutes acceptance of the surface as acceptable to receive paint/finish. Notify WT of any problems two (2) weeks prior to starting work.
36. Verify that all air and surface temperatures, moisture and humidity conditions are suitable for the installation of this work.
37. This contractor shall cover all floor surfaces while painting. This includes finished and unfinished floors. Flooring materials need to bond to bare concrete for their warranty to be accepted. This contractor will be responsible to remove any overspray from floors.
38. Coordinate with the Drywall contractor to patch and prep for finishes as follows:
    A. Drywall subcontractor will complete final sanding of drywall.
    B. Painter to apply prime coat (spray and backroll is acceptable).
    C. Whiting-Turner, Drywall and Painting Contractors to walk the entire area and review drywall quality. Imperfections will be identified and marked in the field.
    D. Drywall contractor will repair all marked imperfections.
    E. Painter will proceed with application of 1st coat.
    F. Items C and D will be repeated, correcting any remaining imperfections.
    G. Balance of work will be completed i.e. millwork, flooring, hardware, etc.
    H. Painter will complete final coat by means of rolling/brushing.
39. This contractor shall participate in a sign-off procedure, as established by Whiting-Turner, on a room by room basis after priming and point up, prior to the room being released to receive final coats of paint.
40. Include in your price the cost to perform normal punch-list touch-ups at the end of the project prior to move in. This shall be in addition to touch-ups performed per items A-H above.
41. Provide painting and protection of existing finish in auditorium.

42. Provide all vinyl wall covering typical of A-412, I-001 and I-002. Rigid sheet vinyl by others.
43. Clean and paint exterior soffits, typical of A-312.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance No. 1: Contractor shall provide an allowance of $7,500.00 (seven thousand five hundred dollars) for unspecified miscellaneous point-up and patching work not specified on the Contract Documents. This is not to be used for your punchlist.

ALTERNATES

Provide all painting work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.

ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-10A – SPECIFIC SCOPE OF WORK – SPECIALTIES

SPECIFIC SCOPE – SPECIALTIES:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 06	Woods, Plastics, and Composites	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 92 00	Joint Sealants	In Its Entirety
Division 08	Openings	As Applicable
08 36 13	Sectional Doors	In Its Entirety
Division 09	Finishes	As Applicable
Division 10	Specialties	In Its Entirety

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.

4. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
5. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
6. Temporary lighting will be provided by others. It is the responsibility of this contractor to provide supplemental lighting for surface preparation and painting as required to accomplish the work described herein.
7. Furnish and install all toilet and bath accessories, including by not limited to mirrors, paper towel dispensers, toilet tissue dispenser, waster receptacles, grab bars, janitor accessories, sanitary napkin dispensers, shower curtain/rods with the exception of owner furnished items as noted below.
8. Install only toilet accessories supplied by the owner (10 28 00).
9. Install only toilet accessories at kitchen supplied by the owner (11 40 00)
10. Furnish all necessary mounting hardware for a complete installation of toilet and bath accessories.
11. Furnish and install all toilet compartments, hardware and installation accessories. This contractor is responsible to coordinate layout and installation of materials to meet all ADA requirements for size, layout and accessory locations. Provide wall/floor stops to protect adjacent finishes as required.
12. This contractor shall furnish and install all visual display boards, including marker boards, tack boards, and visual display rails.
13. Furnish and install all interior building/room signage.
14. This contractor is responsible for field verification of all dimensions at all sign locations.
15. This contractor is responsible for all shop drawings, product data and engineering as required for fabrication and installation of all sign components.
16. Provide samples of each different sign type to be installed in the building as defined in the specifications.
17. This project is pursuing a LEED certification, sustainability design requirements must be followed.
18. Plywood or agrifiber product and associated laminating adhesive must not contain urea-formaldehyde resin.
19. This contractor shall furnish and install all operable partition systems complete, including but not limited to partition panels, tracks, hardware, motors, control wiring, buttons, sound seals, sweeps, etc. Power for electric operated partitions will be provided by the Electrical Contractor, but it is the responsibility of this contractor to coordinate all electric requirements with the electrical contractor.
20. Steel framing for operable partitions as detailed on the contract drawings is by others. However, this contractor is responsible to coordinate layout of the operable partition with the steel contractor. Any additional support steel required for a complete operable partition system, not shown on the contract drawings is the responsibility of this contractor.
21. Furnish and install all fire extinguisher cabinets, fire extinguishers and accessories. Recessed cabinets are to be coordinated with the Masonry and Partition contractors as necessary.
22. Furnish and install all automatic external defibrillator cabinets (recessed and/or surface mounted), automatic external defibrillators, and accessories. Recessed cabinets are to be coordinated with the Masonry and Partition contractors as necessary.
23. Furnish and install all preassembled lockers as indicated, including but not limited to metal lockers, hardware, accessories, identification labels, hooks, etc. This shall include lockers shown in the kitchen. Blocking and/or strapping required for the installation of lockers is by others, however this contractor is responsible for coordination of all blocking/strapping with the Drywall Contractor prior to wall close-in.

24. Furnish and install the operable glass partition (E109A) as shown on A-111.5. Door type H on A-601.
25. Provide HDPE toilet partitions
26. Furnish and install all wall protection and corner guards, FRP,WV, CG and WPM. See A-411 and A-508 for wood veneer. Provide termination Reglet and J molding as shown in A5 and A-508. Backsplash wall protection integral to casework is by others.
27. Provide alternate pricing for gym equipment Alt #3 and Alt #8. Include removal of back boards and pads for Alt #8.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

ALTERNATES

Provide all specialties work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.

ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES
Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

SECTION 011200-11A – SPECIFIC SCOPE OF WORK –KITCHEN EQUIPMENT

SPECIFIC SCOPE – KITCHEN EQUIPMENT:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 92 00	Joint Sealants	In Its Entirety
11 40 00	Foodservice Equipment	In Its Entirety
Division 21	Fire Suppression	As Applicable
Division 22	Plumbing	As Applicable
Division 23	HVAC	As Applicable
23 23 00	Refrigeration Piping	In Its Entirety
Division 26	Electrical	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with kitchen equipment work.
3. Provide all new kitchen equipment per drawings and specifications. Refer to FS series drawings for equipment schedules and details.

4. Provide factory-trained personnel to oversee equipment of specified equipment required per the equipment manufacturer.
5. Provide roof curbs or racks for outdoor condensing units.
6. Provide incidental material and accessories including fasteners, shims, strainers, sealants, etc. necessary to complete this work.
7. Provide for delivery, unloading, unpacking, erection, assembly and placement of all equipment provided under this package. Provide storage of equipment until need onsite, my require multiple deliveries.
8. Prepare a detailed and dimensioned in-wall wood blocking layout drawing.
9. Provide submittals, product data, shop drawings, etc. for all equipment provided.
10. Provide coordinated and dimensioned drawings for all underslab and in-wall plumbing and electrical rough-in.
11. Prepare all equipment for final mechanical, plumbing and electrical connections. Provide all cord and plug connections where specified.
12. Kitchen equipment floor drains, floor sinks and troughs are to be provided by plumbing contractor.
13. Provide all exhaust hoods and hood suppression/Ansul systems.
14. Hood ductwork and associated testing is by HVAC contractor.
15. Provide all refrigeration piping to kitchen equipment. Provide insulation and heat trace on all refrigeration piping as required.
16. Coordinate with local health department and include all requirements for obtaining final approval of work.
17. Provide all caulking and sealing of kitchen equipment as required.
18. Verify locations of all plumbing and electrical rough-ins and in-wall blocking locations prior to concrete slab placement and wall close-in.
19. Perform start-up and test operation of all new equipment. Coordinate testing with Whiting-Turner.
20. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
21. Instruct owner's personnel on proper operation and maintenance of new equipment.
22. Provide stainless steel corner guards, wall panels, chases, trim pieces, closure pieces, etc. as shown.
23. Provide walk-in cooler and freezer with associated piping and insulation. Provide closure panels to provide complete assembly. Refer to sheet FS-1.6 for walk-in details.
24. Provide serving line equipment, cashier counters and condiment counters as shown.
25. All equipment listed in the foodservice equipment schedule on sheet FS-1.1 shall be furnished and installed by this contractor, except for the following:
    A. Floor drains, troughs and sinks, provided by 22A contractor.
    B. Point of sale, not in contract – provided by others.
    C. Washer/dryer combo, not in contract – provided by others.
26. Verify kitchen equipment deliveries and installation is coordinated with work of other trades and project schedule.
27. Verify new equipment will fit through new door openings.
28. Protect adjacent floor and wall finishes during delivery and placement of new equipment.
29. Provide procurement log listing all kitchen equipment. Log to be updated for each progress meeting.
30. Obtain and verify field dimensions for all custom fabricated items.
31. Perform final cleaning of all kitchen equipment.
32. Provide warranties and O&M manuals for all equipment.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None.

ALTERNATES

Provide all kitchen equipment work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

None.

SECTION 011200-12A – SPECIFIC SCOPE OF WORK – CASEWORK

SPECIFIC SCOPE – CASEWORK:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Procurement and Contracting Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 06	Wood, Plastics, and Composites	As Applicable
06 10 00	Rough Carpentry	As Applicable
06 20 00	Finish Carpentry	In Its Entirety
Division 07	Thermal and Moisture Protection	As Applicable
07 92 00	Joint Sealants	In Its Entirety
Division 10	Specialties	As Applicable
10 11 01	Visual Display Boards	As Applicable
Division 12	Furnishings	As Applicable
12 34 00	Laminate Clad Casework	In Its Entirety
12 36 00	Countertops, Backsplashes, and Window Stools	In Its Entirety
Division 23	Plumbing	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Daily Cleanup of debris. If this contractor does not clean the site to the satisfaction of Whiting Turner, Whiting Turner reserves the right to clean the site with their own forces at the expense of this contractor. Site must be maintained and cleaned daily.
3. This contractor is responsible for all fall protection and safety requirements associated with this work. When working from either lifts and harnesses, or tie-offs provided by this Contractor, OSHA and Whiting-Turner standards must be met and followed at all times.
4. A temporary power source will be provided, but it will be the responsibility of this contractor to have a backup power source in case the temporary service goes out. Temporary power will consist of 110V service. If a larger service is required to perform any work in the scope described herein, it will be the responsibility of this contractor.
5. This contractor is required to review all drawings including Structural, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Equipment and Telecommunications prior to mobilization to site to identify all items that need to be embedded-in, penetrate, or generally coordinated with this package.
6. Temporary lighting will be provided by others. It is the responsibility of this contractor to provide supplemental lighting for this trades work as necessary.
7. This contractor is responsible for the supply and installation of all casework, tops and associated storage cabinets, shelves, cubbies, computer stations, window seats, etc. This is generally all casework in the classrooms, library, offices, break rooms, bathrooms, etc.
8. Include in the bid the cost to supply and install 6 mil poly with hardboard Masonite or corrugated plastic sheets over all horizontal surfaces and provide cardboard at all vertical surfaces to protect final installed materials and associated finishes. Securely fasten protection in place. Protection must be installed as soon as the work is complete in order to minimize damages. Removal of protection is by others.
9. Repair damage to walls and other finishes as result of installation or delivery.
10. This contractor shall verify that air and surface temperatures, moisture and humidity conditions are suitable for the installation of this work. This contract shall provide air and surface documentation, including relative humidity.
11. This project is pursuing a LEED certification, sustainability design requirements must be followed.
12. Plywood or agrifiber product and associated laminating adhesive must not contain urea-formaldehyde resin.
13. Furnish and install all plastic laminate faced wood cabinets, custom solid-surfacing-material counter tops, custom plastic laminate cabinets, custom plastic-laminate counter tops, custom solid-surfacing curtainwall and storefront sills, wall shelving, etc. including any hardware, fasteners, trim, closure pieces, filler panels, shims, and/or accessories for a complete installation.
14. Solid surface enclosures at lockers, wood base, plywood and ledger board as shown on A-511
15. Furnish and install all blocking, etc. that is internal to the structure of all casework.
16. This contractor is responsible to coordinate all concealed in-wall blocking with the Drywall Contractor. Layout and location information must be provided by this contractor prior to close in.
17. All products supplied must meet the required certifications listed in the specifications. Drawings and specifications must be strictly adhered to for materials used, cabinet, drawer and countertop construction and installation.
18. This contractor shall install and sand wood filler or putty at all joints and hail holes. If finish other than field paint, the finish is the responsibility of this Contractor.
19. This contractor is responsible to prepare and prime any product scheduled to receive a paint finish; field painting is by others.

20. This contractor shall furnish and install all surface mounted blocking required to install the work described herein.
21. Provide and install filler panels as needed. Filler panels are to be neatly scribed to conform to the profile of the adjacent construction.
22. Provide all wall protection at casework typical as shown on A-403.
23. Furnish and install mail pass through as indicated and shown on A-404.
24. Provide solid surface engraved logo as shown on C5/A-515
25. Provide all Fry Reglet reveals within your own work.
26. This contractor is responsible to coordinate and provide cutouts in casework materials for work/equipment provided by other trades. (i.e. Plumbing, Electrical, Security Equipment, etc.).
27. This contractor shall provide all hardware associated with this work.
28. This contractor is responsible to verify wall dimensions and/or provide hold to dimensions to the Drywall Contractor. Shop drawings and casework fabrication may need to precede wall construction.
29. Furnish and install all grommets required.
30. Furnish and install all locks and keys, as indicated by the contract documents.
31. Furnish and install all accessories attached to the casework.
32. Furnish and install all solid surface window stools at new and existing windows.
33. Furnish and install solid surface bench tops as detailed on A-508.
34. Caulking integral to systems under this scope of work shall be provided by this contractor. Caulking of casework and countertops to adjacent dissimilar materials is by others.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None

ALTERNATES

Provide all casework work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.

ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

SECTION 011200-12B – SPECIFIC SCOPE OF WORK – AUDITORIUM & GYM SEATING

SPECIFIC SCOPE – AUDITORIUM & GYM SEATING:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
12 61 13	Fixed Audience Seating	In Its Entirety

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Supply and install seating, fasteners, numbering, LEED Product data, warranties, shop drawings.
3. Conduct field verification of existing conditions.
4. Base bid – Provide and install Movable seating as shown on A-111.3
5. Provide Pricing for ALTERNATE #3: Add telescoping bleachers at gymnasium and #11: Replace Auditorium Seating.
6. Removal of existing seating for both base bid and alternate is by others.

ALLOWANCES
Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. None

ALTERNATES
Provide all work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES
Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-14A – SPECIFIC SCOPE OF WORK – ELEVATOR

SPECIFIC SCOPE – ELEVATOR:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 02	Existing Conditions	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
07 92 00	Joint Sealants	In Its Entirety
Division 14	Conveying Equipment	In Its Entirety
Division 26	Electrical	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Provide electric traction elevator complete, including rails, guides, cabs, enclosure, platform, doors, frames, hoistway entrances, pumps, equipment wiring, piping, controls, and accessories for complete function assembly.
3. Provide full-time, on-site foreman to supervise work when contractor is on-site.
4. Provide and install elevator door sill angles. Include grouting of sill angles.
5. Coordinate installation of work with mechanical, fire protection and electrical contractors.
6. Prior to commencement of work, elevator contractor shall inspect hoistway, hoistway openings, pit and machine room to verify dimension and supporting structures. Elevator contractor shall notify Whiting-Turner of any dimension discrepancies.
7. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner. Provide final inspections and licensing.

8. Provide all required elevator signage.
9. Provide site surveys prior to mobilization.
10. Provide all embeds for installation by others.
11. Provide hoistway access on top of cab for work required by other contractors and final inspection.
12. Provide warranty and maintenance service as specified.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 – Provide 24 hours of operator time.

ALTERNATES

Provide all elevator work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC.
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace auditorium seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL screen wall at Area D north facade.
ALTERNATE No. 14: Replace pool roof.
ALTERNATE No. 15: Replace gymnasium roof.
ALTERNATE No. 16: Replace auditorium roof.
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at classrooms.
ALTERNATE No. 20: Tubular skylights.
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F.
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E.
ALTERNATE No. 24: New windows at Area F.
ALTERNATE No. 25: Data infrastructure.

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-21A – SPECIFIC SCOPE OF WORK – FIRE PROTECTION

SPECIFIC SCOPE – FIRE PROTECTION:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
07 84 00	Firestopping	As Applicable
07 92 00	Joint Sealants	As Applicable
Division 21 – All subsections	Fire Protection	In Its Entirety
28 31 11	Digital Addressable Fire Alarm Systems	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with sprinkler work.
3. Provide all permits and fees required. New Castle County building permit provided by Whiting- Turner.
4. Existing system is to be modified per contract drawings and in accordance with applicable local and national codes. This Contractor has fully informed him/herself as to all existing condition and limitation which are visible and above ground as well as indicated in the contractor documents under which the work as set forth. No allowance will be made to any contractor because of lack of such examination or knowledge. The execution of this contract is construed as conclusive evidence that the contractor has made such examinations.

5. Provide all fire suppression piping, hangers, valves, backflow, dry system valve assemblies, sprinkler heads, fittings, fire hose cabinets, hose connection valves, identification devices, drains, labels, tags, alarm devices, flow switches, tamper switches, fire department connection, signage, etc. for a complete automatic fire protection system.
6. This project is phased and will require multiple mobilizations.
7. At the completion of demolition of each phase, this contractor must have a dedicated worker survey and verify the location and sizes of existing utilities. The contract must also verify clearances needed for equipment, piping and wiring. The path of utilizes needs to be determined. All discrepancies need to be detailed in writing to Whiting-Turner.
8. Provide wet and dry systems as required to meet all local codes and inspection agency requirements.
9. Fire Service, fire department connection, backflow preventer are existing and will remain.
10. Provide fire-stopping sealant at all penetrations in fire-rated and smoke walls, floors and ceilings.
11. Furnish access panels to drywall contractor as required for concealed valves or devices of your work. Access panel locations to be coordinated with construction manager.
12. Perform hydraulic testing of all systems prior to fire marshal inspection.
13. Verify all required clearances for all equipment.
14. Provide all cutting, patching, core drilling, sleeves and penetrations as required. Sleeve all penetrations at all walls and floorings. Provide sleeves to the appropriate contractors as required.
15. Provide escutcheons at all exposed pipe penetrations.
16. Provide proper sprinkler head types for any high heat locations.
17. Provide proper sprinkler head types where required for freeze protections.
18. Provide protection at exterior canopies.
19. Provide fire hose valves and cabinets as shown.
20. Provide guards or screen on sprinkler heads as shown.
21. Provide concrete splash blocks at test drain locations.
22. Provide all fall protection and safety measures required to complete this work.
23. Provide scaffolding, rigging, hoisting, security and storage for this work.
24. Coordinate with 3rd party commissioning agent to demonstrate proper system performance and resolve operational problems. See specific commissioning plan, section 01 19 10.
25. Coordinate all power and fire alarm wiring requirements with electrical contractor.
26. MEP COORDINATION:

    Each MEP Contractor shall be responsible to take part in the MEP coordination process. This coordination process will be done using two dimensional drawings. The Mechanical Contractor shall be responsible to take the lead in this process, overlay all other MEP trade coordination drawings and create a totally coordinated set of MEP shop drawings that the MEP systems can be installed to. In addition as-built modifications shall also be the responsibility of the Mechanical Contractor at the completion of the project. Once all as-built modifications are made the Mechanical Contractor shall provide drawings in both hard copy and electronic format as part of the O&M documentation.

    The process will be as follows: Before any coordination drawings are started a coordination meeting will be held. All MEP contractors will be required to attend. At the initial meeting the items to be discussed will be as follows.

    #1 – Electronic software to be used
    #2 – Scale to be used
    #3 – Assignments of layers to each MEP Contractor
    #4 – Sequence of design based on construction sequence through the building

    After the initial meeting all MEP Contractors will be given a copy of the project backgrounds. It will be the Mechanical Contractors responsibility to make sure these backgrounds are imported onto the coordination drawings. In addition steel shop drawings will also be distributed for use in

the coordination process. Each MEP Contractor will create their coordination drawings based on the layer or elevation given to then in the initial coordination meeting. If any part of their work extends out of the designated layer they are to notify both the Construction Manager and the Mechanical Contractor of this potential interference. Once notified the Mechanical Contractor will research if the potential interference impacts other systems and will present possible solutions at bi weekly coordination meeting. At the bi weekly coordination meetings these potential interferences and solutions will be discussed and the least cost solution will be utilized. All MEP Contractors are responsible to attend these bi weekly meetings and send at least 3 days in advanced updated files of their coordination drawings to the Mechanical Contractor so the coordination drawings at the meeting are current. These meeting will continue until the coordination process is complete. If an MEP Contractor does not see fit to attend these meetings or if electronic updates of their coordination drawings are not sent to the mechanical contractor in a timely fashion a $500.00 penalty may be assessed and a credit change order issued to their contract. Please note that the coordination process is part of building the project. No additional compensation will be due for relocation of any MEP systems as part of this coordination process.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 Include in the base bid a $10,000 allowance for miscellaneous sprinkler work. This allowance is for additional work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.

ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

None.

SECTION 011200-22A – SPECIFIC SCOPE OF WORK – PLUMBING

SPECIFIC SCOPE – Plumbing:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
07 84 00	Firestopping	As Applicable
07 92 00	Joint Sealants	As Applicable
14 21 00	Electric Traction Elevator	As Applicable
Division 22 – All subsections	Plumbing	In Its Entirety
Division 23 – All subsections	HVAC	As Applicable
Division 26 – All subsections	Electrical	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Provide all fall protection and safety measures required to complete this work.
3. Existing system is to be modified per contract drawings and in accordance with applicable local and national codes. This Contractor has fully informed him/herself as to all existing condition and limitation which are visible and readily accessible, i.e. above acoustical ceilings as well as indicated in the contractor documents under which

the work as set forth. No allowance will be made to any contractor because of lack of such examination or knowledge. The execution of this contract is construed as conclusive evidence that the contractor has made such examinations.

4. Provide all mock-ups as required by specifications. Mock-ups will be used to approve materials and establish level of quality for the work.
5. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with mechanical work.
6. Provide all warranties for material, equipment and labor as specified.
7. Disconnect and reconnect existing HVAC equipment piping as required for equipment that must be raised for new roofing installation. Review architectural drawings for full extent of this work.
8. Provide fire-stopping sealant for all penetrations at wall, floors and ceilings.
9. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.
10. Furnish access panels as required for concealed valves or devices for installation by others. Access panel locations to be coordinated with construction manager.
11. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
12. Perform hydraulic tests for all systems. All tests to be witnessed by Whiting-Turner. Provide all testing documentation to Whiting-Turner.
13. Verify all required clearances for all equipment.
14. Provide all cutting, patching, core drilling, sleeves and penetrations as required. Sleeve all penetrations at all walls and floorings. Provide sleeves to the appropriate contractors as required.
15. Provide all piping insulation per specifications.
16. Perform flushing, testing and sterilizing of domestic water systems.
17. Provide complete plumbing system to include all domestic water piping, gas piping, valves, storm water piping, floor drains, vent piping, plumbing fixtures, plumbing equipment, hose bibs, hot water heaters, expansion tanks, circulator pumps, mixing valves, gas regulators, etc.
18. Provide all vents and drains at high and low points in piping.
19. Provide all water balancing.
20. Provide start-up, testing and commissioning of all new equipment and systems as specified. Coordinate with 3rd party commissioning agent to demonstrate proper system performance and resolve operational problems. See specific commissioning plan, section 01 19 10.
21. Verify electrical requirements for new plumbing equipment matches the electrical drawings. Coordinate all power requirements with electrical contractor.
22. Verify plumbing requirements for new kitchen equipment matches the plumbing drawings. Coordinate all plumbing requirements with kitchen contractor.
23. Provide scaffolding, rigging, hoisting, security and storage for this work.
24. Provide 5 days notice prior to shutdown of any system.
25. Provide all supports required for proper installation of this work.
26. Cut all metal decking as required for installation of piping thru the roof and elevated floor slab.
27. Layout and remove concrete slab, excavating, backfilling and placing of concrete at plumbing trenching for sanitary/storm piping, ready for flooring. This contractor is responsible for providing concrete for all trenching preformed within this contract. Scan floors prior to cutting to secure utilities are not cut.
28. Plumbing fixtures, gas/water/storm/sanitary piping and equipment to be demolished, plumbing contractor is responsible to drain, safe-off, isolate, mark all items to be removed. Make the first break to isolate the phase of work. Demo and haul away by Demo contractor. Install any piping/valves to maintain systems functional in occupied areas of the building. Demolition contractor has savage rights and right of first refusal.

29. Provide mop sinks and shower base.
30. Excavation, install and backfill of new storm line to riser at new cafeteria entrance.
31. Final connection of drains and water to equipment and fixtures provided by kitchen equipment supplier.
32. Provide gas regulators, shock absorbers, water heaters, expansion tanks, eye wash stations.
33. All condensate piping and insulation from HVAC equipment to storm or outside discharge is by this contractor, including final connection to unit. Condensate pumps if needed are provided and mounted by HVAC contractor, piped by Plumbing contractor.
34. Include disconnection gas lines of roof top units, re-piping and reconnection as needed for new equipment.
35. Painting of newly installed roof top gas line is by painter.
36. Provide elevator sump pump and discharge piping.
37. Provide kitchen equipment floor drains, sinks and troughs See Kitchen drawings.
38. Disconnect roof drains for removal by roofer. Roofing contractor to provide and install new roof drain fixtures. Plumber to tie in new fixture below deck. Roof drain fixtures by others.
39. Cap unused and abandoned vents below roof deck as indicated.
40. Provide electronic water cooler with bottle filling station. Install new water filter at time of substantial completion prior to system turnover.
41. Modify water service in room E132.
42. Remove and reinstall new hose bib on exterior for HPL panels see B1/A-211
43. Provide roof penetration items as detailed on A-501 for this contract's work.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 Include in the base bid a $7,500 allowance for miscellaneous plumbing work. This allowance is for additional plumbing work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all mechanical work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.

ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-23A – SPECIFIC SCOPE OF WORK – HVAC

SPECIFIC SCOPE – MECHANICAL:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
07 53 00	Elastomeric Membrane Roofing	As Applicable
07 54 19	PVC Thermoplastic Single-ply Roofing	As Applicable
076200	Flashing and Sheet Metal	As Applicable
07 84 13	Firestopping	As Applicable
07 92 00	Joint Sealants	As Applicable
Division 22 – All subsections	Plumbing	As Applicable
Division 23 – All subsections	HVAC	In Its Entirety
Division 26 – All subsections	Electrical	As Applicable
28 31 11	Digital Addressable Fire Alarm System	As Applicable

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.
2. Provide all fall protection and safety measures required to complete this work.
3. Provide all mock-ups as required by specifications. Mock-ups will be used to approve materials and establish level of quality for the work.

4. Existing facility is to be modified per contract drawings and in accordance with applicable local and national codes. This Contractor has fully informed him/herself as to all existing condition and limitation which are visible and readily accessible, i.e. above acoustical ceilings as well as indicated in the contractor documents under which the work as set forth. No allowance will be made to any contractor because of lack of such examination or knowledge. The execution of this contract is construed as conclusive evidence that the contractor has made such examinations.
5. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with mechanical work.
6. Provide all warranties for material, equipment and labor as specified.
7. Demo and remove existing exterior louvers located in masonry. Disconnect louver and outside air duct/sleeve from existing unit ventilator. This contractor to coordinate with masonry contractor to allow for removal of louver from the exterior.
8. Provide daily clean up of your own work, including sweeping.
9. Disconnect and remove all existing finned tube radiator piping at locations shown.
10. Provide new rooftop insulated equipment curbs for HVAC equipment as shown. Review architectural drawings for full extent of this work.
11. HVAC contractor to provide temporary watertight rigid covers at new curbs for new roof top equipment, keeping building watertight.
12. Disconnect and reconnect existing HVAC equipment piping and/or ductwork as required for equipment for new roofing installation. Review architectural drawings for full extent of this work.
13. Provide new HVAC equipment, ductwork, piping, insulation, grilles, registers, diffusers. Penetrations through existing partitions for piping and ductwork shall be made by this contractor.
14. Provide fire/smoke-stopping sealant for all penetrations at wall, floors and ceilings.
15. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.
16. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
17. Perform air tests for all systems. All tests to be witnessed by Whiting-Turner. Provide all testing documentation to Whiting-Turner.
18. Verify all required clearances for all equipment.
19. Provide all vibration isolation devices and thrust restraints for all equipment as specified.
20. Provide all cutting, patching, core drilling, sleeves and penetrations as required. Sleeve all penetrations at all walls and floorings. Provide sleeves to the appropriate contractors as required.
21. Provide all pipe, tube and duct insulation per specifications.
22. Provide complete HVAC system to include all tubing, piping, valves, curbs and rails, VRF, heat recovery units, diffusers, ERU, RTU, air purifier, returns, make up air units, air cooled condensate units, electric cabinet heaters, exhaust fans, heat pumps, ductless splits, heating and ventilation units, sound attenuation units, electric radiant panels, etc.
23. Provide all vents and drains at high and low points in piping.
24. Provide all necessary items for complete HVAC system. Provide piping, equipment, sheet metal ductwork, double-wall duct, fans, grilles, registers, diffusers, labels, tags, insulation, dampers, access doors and panels.
25. Provide access doors in ductwork as required. Furnish access panels to drywall contractor as required for concealed valves or devices of your work. Access panel locations to be coordinated with construction manager. This includes concealed and finished exposed panels.
26. All equipment used prior to final completion shall be serviced, inspected and cleaned prior to final completion and acceptance by owner.
27. Provide new filters in all equipment prior to final testing and balancing.

28. Provide all grilles and diffusers in walls and ceilings. Coordinate rough opening sizes with appropriate contractors.
29. All ductwork to be delivered to project clean with ends sealed. Upon completion of ductwork installation each day, open ends of duct to be sealed. If ductwork is found to be dirty, duct shall be cleaned by contractor.
30. Automatic Temperature Control is by others. This contractor is responsible for coordination.
31. Provide all start up and air balancing.
32. Provide start-up, testing and commissioning of all new equipment and systems as specified. Coordinate with 3rd party commissioning agent to demonstrate proper system performance and resolve operational problems. See specific commissioning plan, section 01 19 10.
33. Perform all duct leakage testing per specifications. Submit testing procedures to construction manager.
34. Coordinate with electrical contractor to provide shutdown of necessary HVAC equipment upon activation of duct-mounted smoke detectors. Provide control wiring as required. Confirm proper operation with electrical contractor.
35. Provide all motor starters, disconnects, VFDs scheduled to be supplied with new equipment.
36. Verify electrical requirements for new mechanical equipment matches the electrical drawings. Coordinate all power requirements with electrical contractor.
37. Provide scaffolding, rigging, hoisting, security and storage for this work. Crane picks will need to take place when school is not in session.
38. Provide 5 days notice prior to shutdown of any system.
39. Provide all supports required for proper installation of this work.
40. Provide final cleaning of the interior of all new equipment.
41. Cut all metal decking as required for installation of ductwork, piping, equipment thru the roof and elevated floor slab.
42. Install duct smoke and heat detectors in ductwork. Devices provided by electrical contractor.
43. All condensate piping and insulation from HVAC equipment to storm or outside discharge is by plumbing contractor, including final connection to unit. Condensate pumps if needed are provided and mounted by HVAC contractor.
44. HVAC systems to be removed, HVAC contractor to capture refrigerant, drain, safe-off, isolate, mark all items to be removed. Removal and haul away is by demolition contractor. HVAC contractor to make the first break to isolate the phase of work and install any piping/valves to maintain systems functional in other areas of the building. Dropping of units and hauling away is by demo contractor, with the exception of the roof top units.
45. Demo and removal and disposal from roof of all roof top equipment is by this contractor. Cost of dumpsters, trucking and tipping fees is by HVAC contractor. HVAC contractor to provide temporary watertight rigid covers at removed roof top equipment, keeping building watertight.
46. Disconnect condensate from equipment for demo by demo contactor
47. Provide construction filters and change filters at all equipment prior to system turnover.
48. Provide ductwork and louver for residential dryer in kitchen.
49. Hoods provided under kitchen equipment contract and hooked up under this contract of work including final ductwork connection and balancing.
50. Provide concrete or preformed equipment pads if required.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

Allowance #1 – Include in the base bid a $15,000 allowance for miscellaneous mechanical. This allowance is for additional mechanical work above and beyond work that is shown on the bid documents. This allowance to be utilized at the sole discretion of Whiting-Turner.

ALTERNATES

Provide all mechanical work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-26A – SPECIFIC SCOPE OF WORK – ELECTRICAL

SPECIFIC SCOPE – ELECTRICAL:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated November 7, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 05	Metals	As Applicable
Division 06	Wood, Plastics & Composites	As Applicable
Division 07	Thermal and Moisture Protection	As Applicable
Division 08	Openings	As Applicable
Division 09	Finishes	As Applicable
Division 10	Specialties	As Applicable
Division 11	Equipment	As Applicable
142400	Hydraulic Elevators	As Applicable
Division 21 – All subsections	Fire Protection	As Applicable
Division 22 – All subsections	Plumbing	As Applicable
Division 23 – All subsections	HVAC	As Applicable
Division 26 – All subsections	Electrical	In Its Entirety
27 00 00	Communications	In Its Entirety
Division 28 –	Electronic Safety and Security	In Its Entirety

All subsections		
31 25 00	Erosion and Sediment Controls	As Applicable
33 71 19 13	Electric Manholes	As Applicable

NARRATIVE:

1. Include the cost of performance and payment bonds in the base bid.
2. Contractor will be responsible for maintaining, repairing, and installing all temporary lights, panels, and receptacles per CM direction. It is the CM's intent to power permanent panels as quickly as possible to allow temporary power to be demolished and all power to be distributed through the permanent panels. Temporary power will need to be distributed to ensure all trades can work with cords no longer than 100 ft. Lighting will be needed throughout the project interior and will need to be reworked as the job progresses. Interior lighting will be supported and checked daily by this contractor for any repairs that are needed. Removal of ALL temporary electrical equipment will be the responsibility of this contractor. All temporary wiring and lighting must meet current NEC codes. Temporary lighting must never be put on the same circuit as temporary receptacles. All temporary lighting circuits must originate from GFCI protected breakers. The minimum illumination level 5 foot-candles; this shall be maintained by the electrical contractor at all times. Installation of temporary lighting must be per manufacturer's specifications and in compliance with OSHA, NFPA, NEC and local codes. All temporary will be no less then OSHA requirements.
3. Provide temporary lighting on to meet OSHA standards. Light circuits are to be separate from power circuits. The lighting is to be controlled by labeled breakers or switches. Relocate the temporary lights to coordinate with the installation of partitions so that every room including closets or small storage areas have a minimum of one light.
4. Conduit runs and feeds through occupied areas must take place while school is not in session.
5. When directed by the Construction Manager, remove the existing temporary electrical services that were installed by this contractor.
6. This contactor and their subcontractors working with electrical systems are required to have a written lockout/tagout procedure. A competent person shall be responsible to control all aspects of the LOTO procedure.
7. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing, fire protection and food service prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with electrical work.
8. Furnish and install all interior and exterior electrical power, lighting, fire alarm systems, special systems, and telephone and data communication systems.
9. Building will be occupied at during all phases of construction. Electrical/Data/Fire Alarm demolition should not create outages in occupied areas. Electrical contractor at the begin of each phase, must survey all circuits to be demolished and report all circuits not in current phase that will be affected to WT. These circuits must be re-fed, as to not create an outage.
10. Disconnect existing electrical wiring and devices as indicated.
11. Disconnect existing electrical devices required for ceiling removal at existing restrooms.
12. Disconnect and reconnect existing electrical equipment to allow for roof replacement.
13. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.
14. Provide all shop drawings, submittals and mock-ups per specifications.
15. Provide warranties and guarantees as specified.
16. Provide all underground electrical utilities, conduit, wire, handholes, concrete, etc. for new site lighting. Provide all excavation, backfill and compaction for underground electrical utilities. Remove excess soil from site as required. Saw cutting removal of asphalt and new asphalt is by this contractor
17. Sub-grade to be returned to original state after completion of electrical utility work.

18. Provide all interior and exterior concrete pads required for new electrical equipment.
19. Provide pull strings in all empty raceways.
20. Provide electrical inspections as required per construction manager schedule and as required for progress inspections.
21. Provide all telephone and data cabling, equipment, conduit, boxes, cable tray, racks, patch panels, backbone cabling, fiber optic cabling, wireless access points, etc. for complete telephone and data system. Contractor must be familiar with phasing and relocation of MDF and IDF locations, to prevent rework and outages of occupied areas.
22. Wireless access point equipment to be furnished and installed by others. Wire, conduit, jack and box by electrical contractor.
23. Furnish access panels to drywall contractor as required for concealed devices of your work. Access panel locations to be coordinated with construction manager.
24. Provide as-built drawings, O&M manuals and all other closeout documentation required by specifications.
25. Closed circuit TV equipment is furnished and installed by others. Wire, conduit, jack and box by electrical contractor.
26. This contractor is to contract with Avantech for card access and security systems.
27. Provide new fire alarm system as indicated. Fire alarm replacement is phased, existing building to be occupied and must be covered during all phases of construction. Fire Alarm will remain operational during. demo. Ensure all FA devises are protected, and the systems are called out during work. Ensure they are back online at the end of every shift. This will need to be coordinated with WT. Provide code compliant coverage of construction area.
28. Provide any and all code-required work for fire alarm and electrical systems, if not shown on the project documents.
29. Provide any power, devices and systems wiring to mechanical fire and/or smoke dampers.
30. Provide all grounding and bonding work as required.
31. Provide all grounding busbars and hardware as shown.
32. Provide power wiring and low voltage wiring and connections for electrified doors and door hardware. Door hardware is provided by carpentry/aluminum contractor, low voltage wiring between hardware is by this contractor. See door hardware schedule in 08 70 00 for extent of electrified hardware. Provide power for listed power supplies. Interface hardware with fire alarm.
33. Provide power wiring and low voltage wiring and connections for overhead doors.
34. All electrical penetrations in floors and walls to be fire-sealed as required.
35. Provide floor boxes.
36. Provide final cleaning of all panels and electrical gear including interior of equipment.
37. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
38. Provide all labels and tags on devices, receptacles, junction boxes, and panels as required. Color code junction boxes and conduit as required by specifications.
39. Color coded low voltage wiring as indicated.
40. Furnish and install motor starters, disconnects, and combination starters for all mechanical equipment that is not supplied with an integral device. Refer to equipment schedules.
41. All equipment used prior to final completion shall be serviced, inspected and cleaned prior to final completion and acceptance by owner.
42. Provide start-up, testing and commissioning of all new equipment and systems as specified.
43. Provide scaffolding, rigging, hoisting, security and storage for this work.
44. Provide 5 days notice prior to shutdown of any system.
45. Provide all supports required for proper installation of this work.
46. Verify electrical and fire alarm requirements for new kitchen equipment matches the electrical drawings. Coordinate all electrical requirements with kitchen contractor.

47. Identify live circuits at saw cut areas for plumber and demo contractor prior to slab cutting and removal.
48. Electrical demo of lights, conduit, gear, conductors, data wiring, anchors. Electrical contractor is to "cut and lowered" items to be demo'ed and piled neatly for haul away and disposal is by demolition contractor. Demolition contractor has savage rights and right of first refusal.
49. Provide concrete slab demo, excavating, backfilling and concrete at electrical trenching, ready for flooring.
50. Provide power management and occupancy sensors
51. Provide all shunt trip breakers.
52. Provide power to elevator sump, oil monitor and low voltage between the two
53. Lighting and power on roof as indicated on E-500
54. Provide additional exit lights as indicated on E600
55. Paint stripe and wording "Keep Clear" for all electrical equipment.
56. Include the cost of off hours and weekend work for conduit and wire pulls that must run through occupied areas to feed panels in the current phase of work. See phasing schedule, there are situations where, conduit and wire runs get installed in phases that happen after the phase that contain the panel.
57. Provide power for TV's and projectors.
58. Provide power and low voltage wiring for projection screens
59. Provide complete area rescue system.
60. Provide public address system. Install and remove existing in phases as to not create outages in occupied parts of building. Newly installed system must be incorporated into existing as to function as one system until existing is decommissioned. Don't include speakers in Auditorium, Gymnasium and Natatorium, system should have the capacity to include these areas in the future.
61. Provide power to building mounted back lit building signage, see elevation for location.
62. Provide power to backlit building signs as shown on elevation B1/A-211
63. Coordinate with 3rd party commissioning agent to demonstrate proper system performance and resolve operational problems. See specific commissioning plan, section 01 19 10.
64. Provide roof penetration items as detailed on A-501 for this contract's work.
65. For pool lighting alternate #2, the water in the pool will not drained. Included lifts, floor protection and scaffolding as required for your work.

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

1. **Allowance #1** - Include in the base bid a $75,000 allowance for miscellaneous electrical work. This allowance is for additional electrical work above and beyond work that is shown on the bid documents.

ALTERNATES

Provide all electrical work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak
ALTERNATE No. 2: Replace Pool Lighting
ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

SECTION 011200-31A – SPECIFIC SCOPE OF WORK – SITEWORK

SPECIFIC SCOPE – SITEWORK:

A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

SPECIFICATION SECTIONS
Prepared by ABHA Architects, dated September 25, 2018:
Volume 1: Divisions 00 – 01
Volume 2: Divisions 02 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 00	Bidding and Contract Requirements	In Its Entirety
Division 01	General Requirements	In Its Entirety
Division 03	Concrete	As Applicable
Division 04	Masonry	As Applicable
Division 21 – All subsections	Fire Protection	As Applicable
Division 22 – All subsections	Plumbing	As Applicable
Division 26 – All subsections	Electrical	As Applicable
Division 31 – All subsections	Earth Work	In Its Entirety
Division 32 – All subsections	Exterior Improvements	In Its Entirety
33 41 00	Storm Drainage	In Its Entirety
33 41 00	Storm Utility Drainage	In Its Entirety

NARRATIVE:
1. Include the cost of performance and payment bonds in the base bid.

2. Arrange for and coordinate with Miss Utility and other applicable entities to identify and locate existing utilities.
3. Provide, maintain and remove all erosion and sediment control measures as shown.
4. See clarification of work from previously complete bid pack A, items listed in bid pack A are not to be included in bid.
5. Perform all work in accordance with sequence of construction on documents.
6. Provide, maintain and remove wash area for trucks and equipment.
7. Provide all site demolition, clearing and grubbing as indicated. Investigate site and remove all items required to complete all items of work.
8. Provide dewatering and mucking necessary to complete all items of work.
9. This contractor shall include rock and boulder removal provided the encountered rock and boulders can be removed with the use of a CAT 325 excavator (or similar).
10. Provide sanitary sewer system including excavation, backfill, inspections, testing, setting beds, piping, manholes, structures, etc. Coordinate shutdown with local agencies. Notify adjacent residences of disturbance to existing services to complete this work. Coordinate with mechanical contractor for work at grease trap.
11. Fire and domestic water piping to building is not part of this contract. See documents to see scope of pipe installed in Bid pack A.
12. Provide all fire hydrants. Paint bonnets and install reflective tape as required on new and existing fire hydrants.
13. Review plumbing drawings for sanitary and storm piping connecting to your work.
14. Provide all storm water management items including piping, structures, manholes, catch basins, concrete cradles, underdrain, rainwater conductor piping, Bio-Retention Basin, outlet structure, rip rap, etc. Provide all excavation, backfill and bedding materials.
15. Provide concrete washout station for your own work
16. Provide all grading as required for Bio-Retention Basin.
17. Provide landscaping, seeding and stabilization at Bio-Retention Basin upon completion.
18. Provide all site preparation, earthwork, excavation, filling, grading and equipment to achieve final design grades.
19. All finish grades are to be properly blended to allow smooth transitions.
20. Protect and/or avoid all existing underground utilities.
21. All excess soils and excess topsoil shall be removed from site.
22. Any stockpile backfill shall be covered.
23. Provide all site concrete items including grading, sub-base preparation, expansion joints, control joints, vertical concrete curbs, depressed concrete curbs, sidewalks, concrete steps, concrete retaining walls, handicapped ramps with truncated domes as detailed.
24. Provide dumpster pad and enclosure as detailed.
25. Demolition exterior concrete, curbing, asphalt as indicated. Including foundations of stairs and retaining walls.
26. Provide all asphalt milling, paving demo, paving, compacted stone sub-base, proofrolling, asphalt base course and asphalt topping course as detailed. Base paving and top coat paving to be completed in separate mobilizations.
27. Provide all parking lot and fire lane signage and striping as shown. Include all parking wheel stops as detailed.
28. Provide all safety measures and controls, traffic controls, etc. to comply with all OSHA safety regulations in order to complete this work.
29. Provide continuous site cleaning of project site and adjacent streets resulting from this work. Provide street cleaning Green St and Seminole Ave as needed. Mud and debris on Green St and Seminole Ave resulting from this work must be removed immediately.
30. Field superintendent required on-site at all times contractor's forces or subcontractor's forces are working.

31. Provide all fencing shown.
32. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner. Provide New Castle County Land Use utility permits as required.
33. Provide final topsoil placement and grading at all disturbed areas. Rake topsoil to remove all stone and debris.
34. Provide final seeding as specified. Submit seeding mix design prior to installation. Provide watering as required until new seeded areas are established.
35. Provide all temporary power required to complete your work.
36. ASPHALT CEMENT COST ADJUSTMENT – Payments to the Contractor shall be adjusted to reflect increase or decreases in the Delaware Posted Asphalt Cement Price at time of placement when compared to the Asphalt Cement Base Price at time of bid. The Delaware Posted Asphalt Cement Price will be issued monthly by the Department. Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula. The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be based on the October of 2018 price posted on DelDOT's website. If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted work day, shall be the prices used for cost adjustment. However, if the industry posted price for asphalt cement goes down, the asphalt cement cost shall be adjusted downward accordingly.
37. Provide bike racks at courtyard and front entrance as shown on A-114 and A-404
38. Monument sign, railings, retaining wall and vehicle charging stations by others
39. Bluestone stair treads at front entrance stairs are by others, concrete footer and structure are by site contractor.
40. Removal of canopy at office entrance is by demolition contract 02A. See demo note D9 on A-103.l. Sidewalk demo is by Sitework contractor.
41. Demo for courtyard and front entrance, ramp, rails, curbs, sidewalks and stairs, See architectural drawings.
42. Remove temporary asphalt path for work at future Courtyard.
43. Provide unit pavers, grading, base and subbase, edging, sand at Courtyard and Front entrance see A-114 and A-404.
44. Provide benches and bench foundations at Courtyard.
45. Provide planting beds, ornamental aggregate, edging, fabric and soil at front entrance See architectural drawings.
46. Provide linear drain as shown on A-314

ALLOWANCES

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

ALTERNATES

Insert the following alternate prices into the spaces provided on the bid form.

ALTERNATE No. 1: Replace pool pak

ALTERNATE No. 2: Replace Pool Lighting

ALTERNATE No. 3: Add telescoping bleachers at gymnasium.
ALTERNATE No. 4: NOT USED
ALTERNATE No. 5: Replace gymnasium lighting.
ALTERNATE No. 6: Replace gymnasium HVAC
ALTERNATE No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
ALTERNATE No. 8: New backboards and wall pads at gymnasium.
ALTERNATE No. 9: Replace auditorium house lighting.
ALTERNATE No. 10: Refurbish auditorium stage.
ALTERNATE No. 11: Replace Auditorium Seating.
ALTERNATE No. 12: Curtain wall at Area D south facade.
ALTERNATE No. 13: HPL Screen Wall at Area D north facade.
ALTERNATE No. 14: Replace Pool Roof
ALTERNATE No. 15: Replace Gymnasium Roof
ALTERNATE No. 16: Replace Auditorium Roof
ALTERNATE No. 17: NOT USED
ALTERNATE No. 18: Replacing flush valves and wash sinks.
ALTERNATE No. 19: Bookshelves at Classrooms.
ALTERNATE No. 20: Tubular Skylights
ALTERNATE No. 21: Replace existing windows at Areas D, E, & F
ALTERNATE No. 22: New floors at group toilet rooms. Accent tile at walls.
ALTERNATE No. 23: New windows at Area E
ALTERNATE No. 24: New windows at Area F
ALTERNATE No. 25: Data Infrastructure

UNIT PRICES – Note: The owner reserves the right to request lump sum pricing for extra work in lieu of applying unit prices.

1. Remove unsuitable soils off-site and replace with imported select fill, per c.y.
2. Remove unsuitable soils off-site and replace with 57 stone, per c.y.
3. Import and place select fill, per c.y.
4. Import and place #57 clean stone, per c.y.
5. Asphalt paving, base course per typical detail, per ton.
6. Asphalt paving, top course per typical detail, per ton.

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 BASE BID

A. The Base Bid shall consist of all work shown or specificed in the contract documents, exclusive of any additive alternates specified herein.

1.04 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the work of each Alternate.

1.05 SCHEDULE OF ALTERNATES

A. State in the Bid Form the amount to be added to or deducted from the Base Bid amount.

B. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specificed in other sections and as shown on drawings.

1. Alternate No. 1: Replace pool pak
   a. Alternate: Disconnect and remove existing gas, refrigerant line from AHU to ACC, electric wiring, control wiring, and accessories. Disconnect and remove supple and exhaust duct and duct insulation from point indicated on drawings. Remove in its entirety both existing AHU and ACC and prepare for installation of new AHU and ACC. New AHU and ACC shall be installed on existing dunnage. Install new duct and installation from existing duct to new AHU. Provide new power and control wiring to new AHU and ACC.
   b. Base Bid: Existing pool pak to remain.
2. Alternate No. 2: Replace Pool Lighting
   a. Alternate: Remove existing light fixtures at pool and replace with ceiling and wall mounted fixtures as indicated on electrical drawings.
   b. Base Bid: Existing lighting to remain
3. Alternate No. 3: Add telescoping bleachers at gymnasium.
   a. Alternate: Provide telescoping bleacher to match existing as shown on drawing A-111.2 and specification section 12 66 13 - Telescoping Bleachers
   b. Base Bid: No telescoping bleachers to be provided.
4. Alternate No. 4: NOT USED
5. Alternate No. 5: Replace gymnasium lighting.

   a. Alternate: Remove existing gymnasium overhead lighting and replace as indicated on electrical drawings.
   b. Base Bid: Existing lighting to remain.
6. Alternate No. 6: Replace gymnasium HVAC
   a. Alternate: Disconnect and remove existing H&V units hung from steel in its entirety including piping, duct, insulation, supports and hangers, power wiring, control wiring, and accessories. Remove existing relief ventilators in its entirety including power wiring, control wiring, dampers, and accessories. Cap and insulate roof opening upon removal of ventilators. Install two (2) new H&V units on roof in location shown on drawings, run new duct from new H&V units. Refer to drawings for locations and size. Remove roof exhaust vents and patch penetrations and re-roof.
   b. Base Bid: Existing gymnasium mechanical system to remain.
7. Alternate No. 7: Refurbish, refinish, and restripe gymnasium floor. Paint Gymnasium.
   a. Alternate: Refinish existing gymnasium floor as outlined on drawings and specification section 09 93 00 - Refinishing Wood Flooring. Paint gymnasium walls as indicated on finish schedule and plans.
   b. Base Bid: Existing floor to remain.
8. Alternate No. 8: New backboards and wall pads at gymnasium.
   a. Alternate: Provide backboards and wall pads as indicated on drawings and specification section 11 66 23 - Gymnasium Equipment.
   b. Base Bid: Existing backboards and wall pads to remain.
9. Alternate No. 9: Replace auditorium house lighting.
   a. Alternate: Replace house lighting at auditorium as indicated on electrical drawings.
   b. Base Bid: Existing house lighting to remain.
10. Alternate No. 10: Refurbish auditorium stage.
   a. Alternate: Refinish and repair stage as outlined on drawings and specification section 09 93 00 - Refinishing Wood Flooring.
   b. Base Bid: Existing floor to remain.
11. Alternate No. 11: Replace Auditorium Seating.
   a. Alternate: Remove all existing auditorium seats and replace as outlined on drawings and specification section 12 61 00 - Fixed Audience Seating.
   b. Base Bid: Demo existing seating for construction of new cross aisle. All existing seating outside the scope of cross aisle construction to remain.
12. Alternate No. 12: Curtain wall at Area D south facade.
   a. Alternate: Existing wall to be demolished back to existing steel. New curtain wall system and masonry watertable to be constructed as indicated on drawing A-620.
   b. Base Bid: Punched window openings to match existing as shown on drawings. existing brick and plaster facade to be painted.
13. Alternate No. 13: HPL Screen Wall at Area D north facade.
   a. Alternate: Provide high pressure laminate (HPL) screen wall Type WP2 on roof at north facade of Area D as shown on drawings D1/A-212, and A-614. Provide structural steel as indicated on structural drawings. Provide roof flashing around structural penetrations.
   b. Base Bid: No HPL screen wall to be provided. No additional structure or roofing required.
14. Alternate No. 14: Replace Pool Roof
   a. Alternate: Demo asphalt roof system to existing deck and provide new insulation and roofing membrane as indicated on drawings.

   b. Base Bid: Existing roof to remain. If alternate #1 is accepted provide new roof curbs and flashing for mechanical unit replacement.
15. Alternate No. 15: Replace Gymnasium Roof
   a. Alternate: Demo existing cold tar roof system down to existing deck and provide new insulation and roof membrane as indicated on drawings.
   b. Base Bid: Existing roof to remain.
16. Alternate No. 16: Replace Auditorium Roof
   a. Alternate: Demo existing asphalt roof and provide new insulation and roofing membrane as indicated on drawings.
   b. Base Bid: Existing roof to remain.
17. Alternate No. 17: NOT USED
18. Alternate No. 18: Replacing flush valves and wash sinks.
   a. Alternate: Remove and replace existing urinal flush valves at locations indicated on plumbing drawings. Remove and replace existing toilet flush valves at locations indicated on plumbing drawings. Remove and replace existing wash sinks at locations indicated on plumbing drawings. Replace metering faucets for lavatory's in areas shown on the plumbing drawings.
   b. Base Bid: Remove and replace existing urinal flush valves at locations indicated on plumbing drawings. Existing toilet flush valves to remain, existing wash sinks to remain.
19. Alternate No. 19: Bookshelves at Classrooms.
   a. Alternate: Provide custom bookshelves at all classrooms in Areas E & F. See D3/A-403 for detail.
   b. Base Bid: Bookshelves not provided.
20. Alternate No. 20: Tubular Skylights
   a. Alternate: Provide tubular skylights at classrooms E210 & E242. Provide necessary roof penetrations and coordinate with roofing and ceiling installation. See drawing A-122.1 for device locations and specification 08 62 50 - Tubular Daylighting Devices for details.
   b. Base Bid: No skylights provided.
21. Alternate No. 21: Replace existing windows at Areas D, E, & F
   a. Alternate: Remove existing aluminum windows and replace in kind as indicated on drawing A-622. Remove existing precast sills and replace. Remove existing slate window stools and replace with solid surface. Existing lintels to be primed and painted.
   b. Base Bid: Existing windows at Areas D, E, & F to remain. Remove existing slate window stools and replace with solid surface. Existing lintels to be primed and painted.
22. Alternate No. 22: New floors at group toilet rooms. Accent tile at walls.
   a. Alternate: Toilet rooms E122, E123, E126, E127, E128, and E129 to receive porcelain floor tile. Clean existing floors, address any existing cracks and provide floor prep as outlined in spec section 09 30 00 - Tiling. See I-001 Finish Schedule for details on flooring. E122, E123, E127, E129 to receive wall tile accent band at existing walls. At each toilet room remove 100sf of existing tile and replace with accent porcelain wall tile. See I-001 Finish schedule for details.

b. Base Bid: Existing flooring and wall tile to remain. Walls to be painted above tile wainscot.

23. Alternate No. 23: New windows at Area E
    a. Alternate: Sawcut for new window openings, provide structure as indicated on structural drawings, provide precast sills, solid surface window stools, aluminum windows, HPL paneling, and aluminum window trim as indicated on floor plans and elevations.
    b. Base Bid: No windows provided, no sawcutting required. Remove existing louvers, infill with cmu and brick masonry, apply rigid insulation at cavity, and paint existing lintels and brick masonry.
24. Alternate No. 24: New windows at Area F
    a. Alternate: Sawcut for new window openings, provide structure as indicated on structural drawings, provide precast sills, solid surface window stools, aluminum windows, HPL paneling, and aluminum window trim as indicated on floor plans and elevations.
    b. Base Bid: No sawcutting required. Remove existing louvers, infill with cmu and brick masonry, apply rigid insulation at cavity, and paint existing lintels and brick masonry.
25. Alternate No. 25: Data Infrastructure
    a. Alternate:
    b. Base Bid:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or comparable form.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 or approved comparable forms for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 50

CHANGE ORDER REQUEST SUBMISSION FORMAT

The following is a general listing of requirements relating to change order work. Refer to the Contract, General Conditions, Supplementary Conditions, General Scope, and Specification for full requirements.

1. Refer to the Supplementary General Conditions for the Allowable overhead and profit Mark-ups.

2. Any proposed change order / request for the project must be submitted in the format example shown in this specification section.

3. All labor and material costs must be separated with their applicable mark-ups detailed.

4. Whiting-Turner, the Owner, or the Architect may request additional breakdown information, back-up, etc., at their discretion at any time.

5. Each price submitted must include the following:
    a. Detailed description of the issue.
    b. Location in the building.
    c. Reason why it's extra
    d. Drawing, Specification or other documentation references.
    e. RFI reference
    f. Submittal reference
    g. WT price request reference

6. For price requests or time and material work, obtain approval from the Whiting-Turner project manager in writing prior to proceeding with the extra work.

7. Notify Whiting-Turner in writing immediately (with 24 hours) upon discovering an extra work issue.

8. Any work authorized to proceed on a time and material basis must have the T+M tickets signed daily by Whiting-Turner.

9. Extra work prices or unsigned T+M tickets forwarded after the work is completed will not be accepted.

10. For emergency work that may impact the schedule, verbal cost budgets must be submitted immediately. The work may be authorized to proceed at the Whiting-Turner project manager's and/or owner's discretion.

11. Return extra work price requests in 5 days. Finalize T+M tickets in 5 days.

12. Any item of extra work that cannot be agreed upon at a fixed price will be performed on a time and material basis that is not to exceed an agreed upon budget.

Labor Bill Rates & Change Request Submission Formats

A. Labor Billing Rate Calculation – Example

Base Rate	$17.40
Fringe Benefits *@% of base rate	8.53
Subtotal Rate	$25.93
Insurance& taxes ** @% of subtotal rate	9.07
Subtotal - **Labor Rate**	**$35.00**
Overhead & Profit @ 15%***	5.25
Total – **Hourly Billing Rate**	$40.25

NOTE:

* The fringe benefit includes health, welfare or retirement benefits, vacation, holiday or sick leave pay.

** The insurance and taxes include employer payment for unemployment insurance, worker's compensation, FICA, Bonds, Gross Receipts, etc.

*** Allowable mark-up will decrease on a scale based on the total amount of the proposed change. Refer to the supplementary general conditions for additional information. This note is typical for all of the examples above and below.

B. Change Directive Calculation

1. Trade Contractor

Labor Billing Rate$35/hr x 50 hrs	$1,750.00
Fee (overhead & profit) @15%***	262.50
Subtotal Labor	$2,012.50
Material or Equipment	$2,000.00
Fee (overhead & profit) @15%***	300.00
Subtotal Material	$2,300.00
Total Costs	**$4,312.50**

2. Subcontractor / Trade Contractor

Sub- Labor Billing Rate $35/hr x 50hrs	$1,750.00
Fee (sub overhead & profit) @15%***	265.50
Subtotal-Labor	$2,012.50
Sub-Material or Equipment	$2,000.00
Fee (sub overhead & profit) @15%***	300.00
Subtotal-Material	$2,300.00
Total Costs-Subcontractor	**$4,312.50**
Fee payable to contractor	
Subcontractor Labor and Material	$4,312.50
Contractor overhead & profit @ 5%	215.62
Total Costs	**$4,528.12**

3. Sub-Subcontractor / Subcontractor / Trade Contractor

Sub-subcon. Labor Billing Rate $35/hr x 50hrs	$1,750.00
Fee (overhead & profit) @15%***	262.50
Subtotal- Labor	$2,012.50
Sub-subcon. Material or Equipment	$2,000.00
Fee (overhead & profit) @15%***	300.00
Subtotal-Material	$2,300.00
Total Costs – Sub-subcontractor	**$4,312.50**
Fee payable to Sub-Contractor	
Sub-subcontractor Labor and Material	$4,312.50
Subcontractor overhead & profit @5%	215.63
Total Costs – Subcontractor	**$4,528.13**
Fee payable to Trade Contractor	
Subcontractor Labor and Material	$4,528.13
Contractor overhead & profit @5%	226.41
Total Costs	**$4,754.54**

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

1. The following documents are included in section 006200:
   A. AIA Document G732, Application and Certification for Payment, Construction Manager as Advisor Edition
   B. AIA Document G703, Continuation Sheet

2. A **PENCIL** (Proof) copy of the proposed Application for Payment must be submitted by the 20TH of the month to the WT Project Manager.

3. Upon approval of the Pencil copy by the WT Project Manager, the **ORIGINAL** Application for Payment must be submitted by the 25TH of the month to:
   The Whiting-Turner Contracting Company
   131 Continental Drive, Suite 404
   Newark, DE 19713.
   Faxed copies are NOT acceptable.

4. Typical errors on invoice submissions are as follows. Please review this list prior to submitting your invoice. Invoices with errors will be returned. Typical errors:
   A. AIA forms used must be the correct documents.
   B. AIA forms must be original documents, not copies.
   C. Invoice should reference the School District's Purchase Order number.
   D. Math is incorrect.
   E. Invoice is not notarized.
   F. Schedule of Values needs to be approved in advance prior to submission of invoice. It should be broken down by phases, floors, areas, systems, materials, labor, allowances, alternates, etc.
   G. Schedule of Values must list a line item for close-out documents: (As-Builts, Warranties, Operations and Maintenance Manuals, Training Sessions, AIA close-out documents, etc.)
      i. $2,500 minimum, OR
      ii. 1% of total contract amount, whichever is greater.
   H. Retainage amount is incorrect. Should be 5%.
   I. Amount billed does not match work in place on site (obtain WT's prior approval)
   J. Invoice is addressed improperly, should be addressed to:
      Brandywine School District
      1311 Brandywine Boulevard
      Wilmington, DE 19809
      (But delivered to Whiting-Turner)
   K. Insurance certificate has expired. Current insurance must be on file.
   L. Trade Contractor's Partial Release of Liens not attached.
   M. Invoice is billing for stored materials, copies of shipping receipts, invoices, and an insurance certificate for the building which houses the materials must be attached.
   N. Invoice is billing for extra work that has not yet appeared on an AIA G701 Change Order.
   O. Second tier Contractors / Suppliers Partial Release not attached.
   P. Daily field reports or Safety meeting minutes have not been forwarded to the WT superintendent.
   Q. Copies of Certified payroll reports have not been submitted.
   R. Punchlist is not complete (applicable at end of project).
   S. Close out documents not received or incomplete (applicable at end of project).

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

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

B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Pre-installation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.
   9. Project closeout activities.

1.3 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
   1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
      a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
   2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
   3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
   4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.4 PROJECT MEETINGS

A. General: Coordinate, schedule and conduct meetings and conferences at Project site with the Construction Manager.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Manager, Owner and Architect of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Manager, Owner and Architect, within three days of the meeting.

B. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
   1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager and Architect of scheduled meeting dates.
   2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
      a. The Contract Documents.
      b. Options.
      c. Related requests for interpretations (RFIs).
      d. Related Change Orders.
      e. Purchases.
      f. Deliveries.
      g. Submittals.
      h. Review of mockups.

i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Construction Manager, Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Provide digital and hard copies of the construction schedule to the Construction Manager on a monthly basis unless indicated otherwise within the Construction Documents.
b. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.
c. Review present and future needs of each entity present, including the following:
1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.

6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) Requests for interpretations (RFIs).
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 10

PROJECT COORDINATION

1.01 PROJECT COORDINATION

A. Every Trade Contractor shall be responsible for the coordination of the progress of their work with the progress of all other Trade Contractor's work.

B. Inasmuch as Project completion within the time limit is dependent upon cooperation of those engaged therein, it is imperative that each Trade Contractor perform his work at such time and in such a manner as not to delay or otherwise interfere with work progress of other Trade Contractors. If any Trade Contractor's work depends upon proper execution or results of another Trade Contractor's work, the former shall inspect the work and report any defects therein to the Construction Manager.

C. Trade Contractors shall afford each other every reasonable opportunity for installation of their work, and shall work in conjunction with each other in order to facilitate proper and intelligent execution of work.

D. Plans are generally diagrammatic, and each Trade Contractor shall coordinate his work with the work of others, so that interference between mechanical and electrical work and architectural and structural work does not occur. Each Trade Contractor shall furnish and install offsets, bends, turns, and the like in connection with his work to avoid interference with work of other Trade Contractors, to conceal work where required, and to secure necessary clearance and access for operation and maintenance. In case of interference or lack of clearance and access, the Construction Manager will be notified immediately, and shall, in turn, notify the Architect. The Architect will decide which work shall be relocated, regardless of which was installed first.

E. Systems Coordination Drawings

1. Systems Coordination Drawings are required from the Mechanical, Electrical, Fire Protection, and General Trade Contractors with the lead role assigned to the Mechanical Trade Contractor.

2. The Mechanical Trade Contractor shall prepare 1/4" = 1ft. scale Reproducible Systems Coordination Drawings for all areas with piping and ductwork. At critical areas of coordination (risers/shafts, mechanical, electrical and communications rooms), larger scale drawings may be required as determined by all Trade Contractors. Drawings to indicate spatial relationship of all HVAC piping and ductwork.

3. The Mechanical Trade Contractor shall prepare and submit, to the Construction Manager, a regularly updated schedule indicating the development and review of these drawings with other Trade Contractors. The drawing development and review schedule must follow the project construction schedule.

4. The Mechanical Trade Contractor shall provide the Reproducible Systems Coordination Drawings to other Trade Contractors for their input and review. The routing is as follows: HVAC, Fire Protection, Plumbing, Electrical, and General Works with the

drawings being returned to the Mechanical (HVAC) Trade Contractor.

5. Each Trade Contractor will add the work of his Contract on the System Coordination Drawings to avoid interferences. All piping, equipment, light fixtures, sprinkler heads and in-ceiling equipment, such as rolling gates, must be shown on these drawings to include elevations and dimensions. Trade Contractors shall also consider future access for maintenance clearances required around equipment. If there are items on the systems coordination drawings which modify the design of the contract drawings, each Trade Contractor must highlight these areas by clouding, numbering, and referencing them to the affected contract drawings to allow proper review by each Trade Contractor and the Architect/Engineer.

6. Prior to forwarding the Systems Coordination Drawings to the next Trade Contractor, an approval stamp, initialed and dated, should be affixed by the reviewing Trade Contractor. This approval shall signify that the Trade Contractor will install his work accordingly.

7. During the Systems Coordination Drawing process, the Construction Manager will conduct regularly scheduled meetings. Each Trade Contractor is required to attend these meetings. The Construction Manager is responsible for recording and distributing meeting minutes to all Trade Contractor and the Architect/Engineer. The purpose of the meetings will be to review and discuss interferences and conflicts which required modifications to the Systems Coordination Drawings. All resolutions of interferences and conflicts which required modifications, shall be initialed by the appropriate Trade Contractors on the Systems Coordination Drawings. Conflicts that result after the coordination drawings are signed-off will be the responsibility of the Contractor who installed the work improperly. Coordination participants that fail to cooperate in the coordination Drawings effort, will be responsible for all costs incurred for adjustments to the work made necessary to accommodate installations. Coordination drawings shall be updated on a periodic basis and shall reflect all changes. At each meeting, the Trade Contractors will review and update the Systems Coordination Drawing Schedule.

8. Once reviewed and approved by each Trade Contractor, the Mechanical Trade Contractor will prepare the Final Reproducible Systems Coordination Drawings with the work of all trades included. Submit the Reproducible drawings along with five (5) prints to the Construction Manager who will forward to the Architect for his review.

9. The Mechanical Trade Contractor shall indicate any unresolved conflicts or interferences on the Systems Coordination Drawings. Those should be delineated by clouding, number and referencing to the affected contract drawings.

10. The Architect will review and return to the Construction Manager. The Construction Manager will distribute the number of drawings to the Trade Contractors for installation of their work.

11. The Systems Coordination Drawings DO NOT REPLACE ANY SHOP DRAWINGS FABRICATION AND LAYOUT DRAWINGS REQUIRED BY SPECIFICATION SECTIONS.

1.02 FIELD ENGINEERING

A. Inspection:

1. Each Trade Contractor shall verify locations of survey control points prior to starting work. Promptly notify Construction Manager of any discrepancies discovered.

2. The Trade Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.

B. Survey Requirements: The Construction Manager shall secure a professional engineer or surveyor licensed in the State of Delaware to perform the following:

1. Verify grades, lines, levels, locations and dimensions as indicated. Report any errors or inconsistencies in the above, before commencing work.

2. Exercise care in laying out work to keep within lot and property lines. Be responsible for encroachments on rights or property of public or surrounding property owners.

3. Locate and layout building or facilities according to the drawings with respect to their location on property and elevation in relation to grade.

4. Provide and maintain well-built batter boards at corners (if applicable). Establish and safeguard benchmarks in at least two (2) widely separated places. As work progresses, establish benchmarks at each level. Give exact levels of various floors.

5. Maintain complete, accurate log of control and survey work as it progresses.

C. Construction Layout:

The Sitework Trade Contractor shall be responsible to perform the layout and elevations required to complete his work.

Each Trade Contractor shall layout the remainder of his own work and be responsible for all lines, levels, grades, elevations, and measurements.

1.03 TESTS

A. The Construction Manager has employed and will pay for the services of a testing agency to perform the following tests and inspection (field):

Soil compaction
Concrete
Steel
Masonry

B. Tests, other than those required by the Specifications to be performed by Construction Manager required by any law, ordinance, rule, regulation or order of any public authority having jurisdiction, shall be made at such time and in such manner as the public authority may require. Each Trade Contractor responsible for that Specification Section shall be solely responsible for such tests.

C. Special tests may be ordered by the Architect in accordance with the General Conditions. Where specifications require testing by an independent testing laboratory, the Construction Manager shall be responsible for selection of the testing laboratory. The Construction Manager shall be responsible for the scheduling of all tests. Test reports should be given to the Construction Manager with copies for the Owner and Architect/Engineer.

D. All costs of testing required by the Contract Documents shall be borne by the Trade Contractor except costs of special tests which shall be paid for as stipulated in the General Conditions or Specifications.

1.04 TRADE CONTRACTOR'S OBLIGATIONS

A. The Trade Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Trade Contractor agrees to indemnify, defend and save harmless the Owner, Architect, and Construction Manager from all suits and losses or injury to persons or property received or sustained from the Trade Contractor or his agents in the performance of the work under the progress of construction and make good all damage that may consequence the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.

B. The work, in every respect, shall be under the care of the Trade Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or things, except where stipulated otherwise in the Specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the Owner, Architect, and Construction Manager from all claims, suits, damages, actions of law, in equity or otherwise (including the costs of defense thereof which shall be assumed by the Trade Contractor) or any kind whatsoever in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

1.05 ALLOCATION OF WORK

A. Sleeves, Hangers, and Inserts:

1. Each Trade Contractor shall furnish sleeves and inserts required to accommodate his work, together with instructions regarding their placement and location in the structure. Sleeves and inserts shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

2. Trade Contractors to furnish all embeds, sleeves, inserts, etc., that are to be cast in concrete or built in masonry to the appropriate Trade Contractor for installation.

3. Each Trade Contractor shall furnish and install all hangers required to accommodate his work.

B. Chases and Recesses:

Each Trade Contractor shall provide all blockouts in his work shown on the Contract Documents and having either or both dimensions greater than 10". Any openings with dimensions smaller than 10" or not shown and required by Trade Contractor shall be the responsibility of the Trade Contractor to make provisions for. Each Trade Contractor shall provide chases and recesses as shown on the Contract Documents required to accommodate the work or the other Trade Contractors. It is the responsibility of the Trade Contractors requiring openings, chases, etc., of a Trade Contractor, to furnish information regarding the size and location promptly in accordance with the established construction schedule, so that they may be built-in as construction progresses and avoid delays. Failure to provide the information promptly will result in the responsible Trade Contractor incurring any costs associated with the delay.

Trade Contractors shall cooperate fully with each other in the performance of above work, as cutting and patching of new work is neither contemplated nor will it be tolerated.

C. Sealing of Penetrations:

Each Trade Contractor shall be responsible to seal his own penetrations in walls, floors, and ceilings, using fire resistant materials, as required, to achieve fire ratings as indicated.

D. Equipment Foundations:

The Concrete Contractor shall provide all foundations and housekeeping pads for equipment furnished under his contract and all interior/exterior foundations and housekeeping pads indicated on the Contract Documents (Architectural, Civil, Structural, Mechanical, Plumbing, and Electrical) for equipment provided by other Trade Contractors. All other foundations, equipment, and housekeeping pads not shown, but required, shall be by the Trade Contractor requiring the same.

Each Trade Contractor shall furnish anchor bolts and other accessories required to anchor his equipment in place, together with instructions regarding their placement and location in the foundation. Anchor bolts and other accessories shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

E. Roofing Penetrations:

All roofing work shall be performed by the Roofing Trade Contractor, including patching penetrations made by the Electrical, Plumbing, and HVAC Trade Contractors. Cutting of roof openings, structural reinforcement, roof curbs, and counterflashing, shall be provided and installed by each Trade Contractor whose work penetrates the roofing surface, including all additional blocking.

1.06 CORING, CUTTING AND PATCHING

A. Responsibility: A Trade Contractor requiring the cutting of openings in new work, or in the existing work installed by others shall have such openings cut and patched by the trade which installed the original work, and such cutting and patching shall be at the expense of the Trade Contractor requiring the opening.

B. Approval: Approval to do such cutting and patching shall be received from the Architect through the Construction Manager prior to proceeding with the work.

C. Inspection:

1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

2. After uncovering, inspect conditions affecting performance of work.

D. Preparation:

Provide supports to assure structural integrity of surroundings, devices, and methods, to protect other portions of Project from damage.

Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

E. Performance:

Execute work by methods to avoid damage to other work and which provide proper surfaces to receive patching and finishing.

Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.

Restore work with new products in accordance with requirements to Contract Documents.

Fit work tightly to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

At penetrations of fire-rated wall, ceiling or floor construction, completely seal voids with fire-resistant materials as required to achieve fire-rating indicated.

Where fire protection materials are damaged or removed, reapply fire protection materials to achieve a rating equivalent to existing construction or as noted.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

F. Access Doors and Panels

Access doors and panels, SHOWN ON ANY DRAWING, shall be furnished and installed by the Drywall Contractor.

Access doors and panels, NOT SHOWN ON DRAWINGS, but required by the Specifications to access concealed valves, dampers, traps, devices, etc., shall be furnished by the Trade Contractor requiring the same for installation by the Drywall Contractor.

G. Final Cleaning

Final cleaning shall be performed by Construction Manager. Daily cleaning will be by the Trade Contractor(s) and their subcontractor(s).

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Construction Schedule.
   2. Submittals Schedule.
   3. Daily construction reports.
   4. Field condition reports.

1.2 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
   1. Scheduled date for first submittal.
   2. Specification Section number and title.
   3. Submittal category (action or informational).
   4. Name of subcontractor.
   5. Description of the Work covered.
   6. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period and a copy of the digital file on CD.

C. Daily Construction Reports: Submit two copies at weekly monthly intervals.

D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.3 COORDINATION

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

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from parties involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals to Construction Manager, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
   1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
   2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
   4. Startup and Testing Time: Include not less than 10 days for startup and testing.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work unless otherwise indicated. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

A. Daily Construction Reports: Prepare and issue a daily construction report recording the following information concerning events at Project site to the Construction Manager:
   1. List of subcontractors at Project site.
   2. Equipment at Project site.
   3. Material deliveries.
   4. High and low temperatures and general weather conditions.
   5. Accidents.
   6. Stoppages, delays, shortages, and losses.
   7. Meter readings and similar recordings.
   8. Orders and requests of authorities having jurisdiction.
   9. Services connected and disconnected.
   10. Equipment or system tests and startups.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit to Construction Manager a detailed report. Submit with a request for interpretation on CSI Form 13.2A or comparable form approved by Architect. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule to Construction Manager one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Construction Manager, Architect and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 32 10
CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 Construction Schedule

1. The following Claymont Elementary School Schedule is applicable to all bidders. The durations in the schedule are based on 5 day work weeks.
2. Milestone dates for school calendar:
    a. January 2, 2019 – School is Closed.
    b. January 3, 2019 – Professional Development Day. (Offices Open)
    c. January 21, 2019 – School is Closed.
    d. February 1, 2019 – Professional Development Day. (Offices Open)
    e. April 5, 2019 – Professional Development Day. (Offices Open)
    f. April 19, 2019 – Schools is Closed (Offices Open)
    g. April 19, 2019 – Schools is Closed
    h. April 22, 2019 – April 26, 2019: Spring break. (Offices Open)
    i. May 27, 2019 - Schools is Closed
    j. June 14, 2019: Last student day of school
    k. 2019/2020 and 2020/2021 School calendars are not available, expect the following:
        a. September – (1) Closed school day and (4) Students off/Offices Open days
        b. October – (3) Students off/Offices Open days
        c. November - (3) Closed school days and (4) Students off/Offices Open days
        d. December – Winter break (5) Closed school day
        e. January - (2) Closed school days and (1) Students off/Offices Open days
        f. February- (1) Students off/Offices Open days
        g. March-
        h. April -(1) Closed school day and (7) Students off/Offices Open days
        i. May -(1) Closed school day and (1) Students off/Offices Open days
        j. June – Mid month, last day for students,
        k. July and August (4) Closed school days
3. If school is listed as “Closed” on the Brandywine School District calendar, no work is to take place onsite, if offices are listed as “Open” on the Brandywine School District calendar, the jobsite will be open. Schedule, cost, delivery and manpower impacts should be included in bid.
4. All work is scheduled to be completed year round based on phasing schedule provided.
5. The Construction Schedule as approved by the Construction Manager and Owner will be an integral part of the Contract and will establish interim work completion dates for the various activities.
6. The Construction Schedule may vary in accordance with construction conditions. Each Trade Contractor shall delay or expedite material and equipment deliveries, and modify the required labor forces to accommodate these varying conditions.
7. Work is to commence upon receipt of the Letter of Authorization to proceed.
8. Within fifteen (15) days after receipt of a “Letter of Authorization to proceed”, each trade Contractor shall submit a detailed preliminary Construction Schedule to the Construction Manager. The schedule will include breakdowns of total man days of field labor into major

categories of work, time estimates of various categories of work, and the crew size for each category.

9. Each Trade Contractor shall organize his Construction Schedule per Phase, Building, Area, and/or Floor as required by the Construction Manager.
10. The Construction Manager shall schedule a meeting with the Trade Contractor to receive the contents of each Trade Contractor's preliminary Construction Schedule, coordinate the sequence of work, and make all revisions required. The Construction Manager shall have the final authority concerning the sequence of work and durations of each activity. Each Trade Contractor shall revise his schedule in accordance with that meeting and submit his schedule to the Construction Manager for approval. The Construction Manager will then develop the Project Construction Schedule. Each Trade Contractor shall schedule and perform his work in accordance with the Construction Manager's Project Construction Schedule.
11. The Schedule shall be the basis for the dates to start and complete work for various portions of each contract, and to complete work (including changes) for the Project. It shall be the duty of the Trade Contractor to conform to the approved Schedule and to arrange his work in such a manner that it will be installed in accordance with the Schedule.
12. Each Trade Contractor shall submit two (2) copies of an updated Construction Schedule comparing the original schedule to actual work in progress and projected work along with the preliminary application for payment.
13. A representative of each Trade Contractor shall meet with the Construction Manager and furnish to him information necessary for such re-evaluating and updating and, if applicable, information with regard to changes in the work and the Trade Contractor's proposed effort to overcome any delays incurred.
14. Should any work not be started or completed within five (5) days of the stated scheduled date, the Construction Manger shall have the right to order the Trade Contractor to expedite start and completion of the work by whatever means the Construction Manager deems appropriate and necessary, without additional compensation to the Trade Contractor.
15. Should any work fall to ten (10) or more days behind schedule, the Construction Manger shall have the right to perform the work or have the work performed by whatever method the Construction Manager deem appropriate.
16. Costs incurred by the Construction Manager in connection with "maintaining the Construction Schedule" under this section shall be reimbursed to the Construction Manager by the Trade Contractor.
17. It is expressly understood and agreed that failure by the Construction Manager to exercise the option to either order the Trade Contractor to expedite work, or to expedite the work by other means, shall not be considered precedent-setting for any other activities.
18. The following Construction Schedule is critical to the successful completion of the Project and is an integral portion of the Construction Documents. The Construction Schedule may vary in accordance with the construction conditions. The Trade Contractor shall delay or expedite his material and equipment deliveries and modify the required work forces to accommodate these varying conditions. The attached schedule is a milestone schedule with durations that portions of the project must be completed in. A more detailed construction schedule will be generated after all contracts have been awarded. By submitting a bid, each Trade Contractor is acknowledging that they can complete this work within the durations outlined in the milestone schedule.
19. The schedule is of the essence on this project and each contractor is responsible for completion of its work in coordination with the work of all other contractors within the required sequence and time frame so that the established schedule is met. Each contractor agrees to provide sufficient labor crew size, equipment and/or work overtime, weekends, or shiftwork as necessary to meet the activity durations on this schedule.

20. The attached schedule includes "estimated" start dates for the construction activities. In the interest of the overall project, W-T reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. It is understood that the contractor shall be obligated to complete its activities within the specified duration regardless of the actual start date.
21. All submittals and shop drawings must be submitted within a minimum of **two (2) weeks** of the notice to proceed with this subcontract, or the dates indicated on the schedule or scope of work, whichever occurs first. All expediting of materials and equipment to meet this schedule is the responsibility of the contractor. Contractor to pay for any quick ship charges if necessary.
22. All work, or applicable portions of the work, shall be sufficiently complete for Owner's use and occupancy and all required approvals and permits for use and occupancy shall have been issued by the appropriate authorities by the established "Date of Substantial Completion" of the work, or applicable portion thereof.
23. All punchlist work and project closeout documentation shall be completed and approved by the Owner and Architect by the "Date of Final Completion": which shall be no later than 21 days after the Date of Substantial Completion. Any uncompleted punchlist items after this date will be completed by Whiting-Turner and backcharged to the appropriate contractor or vendor. Final invoices will not be processed until final completion of the work and certification of same by the Owner and Architect.
24. If a contractor misses any portion of a workday due to weather, manpower, or scheduling conflicts, they must make-up this lost time on Saturday of the same week. If two or more days are lost in the same work week, the contractor shall work the immediate Saturday and the Saturday(s) of the following week(s) to make up those lost days.
25. Sundays are not regular work days. Approval must be obtained from Whiting-Turner prior to working. It is expected that contractors will work Saturdays, Sundays, and overtime when days are lost during the week.
26. Failure to properly man the project during normal week days may result in charges for CM supervision on weekends, at the discretion of the CM.
27. The contractor must schedule their work forces to work on all available work at a given time. Therefore, if an area of the building is ready for the contractor's work to begin or continue, the contractor must have manpower onsite working. Contractors will not have the "entire" work area at one time.
28. Each contractor must request information or clarifications in a timely manner, at least two weeks prior to needing the information, so that the time required to receive the clarification does not impact the work. No delays will be accepted related to this issue.
29. Each contractor is required to include in their bid the necessary overtime costs if they are needed to meet the schedule durations in this section.

2.1 Time of Completion

1. The Trade Contractor shall commence work upon receipt of a Letter of Authorization to proceed from either Brandywine School District or The Whiting-Turner Contracting Company.
2. All work shall be 100 percent (100%) complete and sequenced per the attached schedule unless agreed upon by the Construction Manager prior to the executing of the contract.
3. Work can be completed on Saturdays and Sundays and at extended hours during the week. The Owner shall not be responsible for additional costs for overtime.
4. Normal work hours shall be from 7:00 a.m. to 3:30 p.m., Monday to Friday, and 7:00 a.m. to 3:30 pm on Saturday, when applicable. Work may be completed beyond these hours, as approved by the Construction Manager.

5. Weather Delays: The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following "Adverse Day" allowances based on a seven day work week:
   A. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3 days), September (4 days), October (3 days), November (2 days), and December (6 days). These "Adverse Days" are based on the following reference: State of Delaware Department of Transportation's Standard: "763508 Project Control System."
   B. Delays requested due to weather must be related to the critical path activity as indicated on the Contractor's Project Schedule.
   C. Delays due to weather must be reported by the contractor on the day they occur in a written report.
   D. Any day lost during the week must be made up the same week by overtime and /or weekend work. If the weather is bad on the make-up day, the lost day must be made up the following week.
   E. The allowance days listed above carry over to the next month if they are not used. Therefore, if only 1 allowance day is used in November, there are (7) days in December. Therefore, there is a total of 60 allowance days in a year.

3.1 See attached "Preliminary Bid Schedule."

END OF SECTION

SECTION 01 35 00
SPECIAL PROJECT PROCEDURES

1.0 PROCEDURES

1.1 CONSTRUCTION MANAGER

A. The Construction Manager shall control, enforce, direct, instruct, and otherwise implement regulations and restrictions as set forth in this section.

1.2 OWNER'S REPRESENTATIVE

A. All communications with the owner and owner's representative(s) and consultant(s) shall be thru the Construction Manager unless otherwise noted in the General Conditions.

1.3 NOISE CONTROL

A. The Contractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances.

B. Any complaints duly registered by the Construction Manager of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Contractor to reduce noise to acceptable levels.

C. The Owner and Construction Manager shall be the sole judge of the tolerability of noise levels.

D. Use of portable radios or tape recorders will not be allowed on the premises other than two-way communication radios.

E. The Contractor shall prepare a "Noise Schedule" as soon as practicable indicated the type of noise inducing work showing the dates, times and duration of such work. The Contractor should note any special instruction and/or time requirement in Scopes of Work.

1.4 PERSONNEL IDENTIFICATION

A. All employees of the Contractor and all subcontractors may be required to wear numbered identification badges while on the premises of existing buildings.

B. The identification badges shall be conspicuously fixed to outer garments above elbow level.

C. Any of the Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the facility or will be escorted off the premises by Security Guards or owner representative(s).

1.5 PERSONNEL PARKING

A. At no time shall the employees of the Contractor or subcontractor employed by Contractor be allowed to park their vehicles on-site without prior approval from the Construction Manager.

2.0 LIMIT OF OPERATIONS

A. It shall be noted that, adjacent streets will remain open throughout the duration of this Project. The Construction Manager will provide a perimeter fence, which will establish limits of operation.

B. The Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the drawings.

C. The Owner, Architect, and other Contractors performing Work within these limits of operation, shall be allowed access at all times.

D. Construction operations must be planned and executed in a manner which allows emergency access to project.

3.0 SCHEDULING AND COORDINATION

3.1 SCHEDULING

A. All arrangements for work which will involve interference with normal Owner or adjacent properties functions, particularly in occupied areas, or adjacent thereto, shall be scheduled a minimum of 14 days in advance with the Construction Manager to provide for minimum of disruption and inconvenience.

3.2 OUTAGES

A. Utility and service outages shall be kept to a minimum, and will be permitted only with written approval of the Construction Manager and the Owner.

B. All requests for the outages shall be made a minimum of fourteen working days in advance of their need.

C. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage. Blank outage forms will be provided by the Construction Manager upon request.

D. All outages shall occur **after normal working hours.** All costs including premium time shall be included in the Bid amounts.

END OF SECTION

SECTION 01 35 20

SAFETY REQUIREMENTS AND LOSS CONTROL

The major goal of the Loss Control Program is to prevent losses. Prevention of accidents and elimination of hazards will, in turn, prevent pain, suffering and direct loss in terms of dollars. A safe work place must be maintained for all employees and visitors. High quality work standards and on-time performance are facilitated by an effective Loss Control Program.

Controlling conditions which result in losses is the responsibility of all parties. The Construction Manager will designate a job site safety officer responsible for program management. The responsibility for program implementation is the responsibility of all employees of the Owner, Construction Manager, Contractors and all Subcontractors. The following summary identifies objectives requiring a firm commitment to insure a continuing and comprehensive Loss Control Program.

Construction Manager Duties:

1. Designate jobsite safety officer.
2. Loss reporting and summaries.
3. Accident investigation.
4. Establish project procedures.
5. Inspections, notifications and follow-up.
6. Weekly "Tool Box" talks.
7. Weekly Superintendents meetings.
8. Monthly summary report.

Contractors Duties:

1. Designate on-site safety representative.
2. Consult with insurance carrier for construction operations.
3. Involve foreman and employees.
4. Safety training of all employees.
5. Adherence to safety standards, rules and government regulations.
6. Report conditions or practices which might cause injury or damage.
7. Report all safety related incidents.
8. Participate in all accident investigations.
9. All employees attend weekly Tool Box talks.
10. Attend weekly Superintendents/Foreman's Meetings.
11. Request permission to move barricades and floor opening protection. *
12. Maintain fire watch for all burning operations *
13. Properly store and protect hazardous chemicals and flammable substances.
14. Insure performance of these duties by subcontractors.
15. Maintain good housekeeping practices.
16. Prohibit the use of drugs and/or intoxicating beverages.
17. Maintain equipment in safe condition.

* See the Whiting-Turner Forms for these issues in the On-Site Safety Orientation Package

In order for our accident prevention program to be effective, management at all levels must personally take a serious interest in the prevention of accidents. They must also provide the leadership to which supervisory personnel and employees will respond by developing a positive safety attitude.

THE WHITING-TURNER CONTRACTING COMPANY
SAFETY/HARASSMENT POLICY

I. SAFETY REQUIREMENTS

The Contractor agrees to fully comply with all applicable standards of the Occupational Safety and Health Administration, all safety codes, laws or ordinances applicable to any public authority and to ensure that is employees and Sub-Contractors abide by the same regulations. The Contractor further agrees that if so ordered by the Whiting-Turner Project Manager or Superintendent, it will immediately stop work and correct any serious safety violations immediately before resuming work. The Contractor expressly agrees and understands that Contractor shall be solely responsible for the safety conditions of its work areas and working forces.

The Contractor further agrees to comply with the following specific safety rules of Whiting-Turner which shall in no way limit the Contractor's liability for safety.

SECTION 01 35 20
CONTINUATION SHEET FOR - The Whiting-Turner Contracting Company
Contractor/Subcontractor EH&S Manual Synopsis (8 Pages)

The Whiting-Turner Contracting Company
Contractor/Subcontractor EH&S Manual Synopsis

DISCLAIMER: For Contractor/Subcontractor's convenience only, the following is a Synopsis of some of the more significant provisions of The Whiting-Turner Contracting Company's Contractor/Subcontractor EH&S Manual ("Manual") requirements. This Synopsis is not intended to, nor shall it alleviate Contractor/Subcontractor's obligations to comply with all of the requirements of the Manual as applicable to contractor/subcontractor's scope of work, whether or not they are included in the Synopsis.

The information in the Manual and this Synopsis are not intended to serve as a substitute for the exercise of good engineering judgment by the engineers nor as a substitute for determinations made by contractors/subcontractors of appropriate manner and methods of operations and safety aspects of work under their control. The Manual and this Synopsis are also not intended to be all inclusive or replace a contractor's or subcontractor's corporate or site-specific safety program and is not intended to, nor shall they, supersede any more stringent federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. All contractor's and subcontractor's site-specific safety programs must meet or exceed the requirements of the Whiting-Turner EH&S program, the contract documents and all federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. In the event of any conflicts between the material contained therein and any more stringent laws, codes, rules, regulations, and/or practices, the more stringent laws, codes, rules, regulations, and/or practices shall govern.

The Contractor/ Subcontractor EH&S Manual, this Synopsis, and all information contained therein is confidential and intended for the sole use of contractors and subcontractors on Whiting-Turner projects. Contractors/subcontractors are prohibited from distributing this information to any third parties. The Whiting-Turner Contracting Company expressly disclaims warranties for the information contained in the Manual and this Synopsis and makes no representations to third parties regarding the reliability, suitability, correctness, or completeness of such information. Whiting-Turner assumes no responsibility or liability and shall not be responsible and/or liable for damages or losses of any kind, including but not limited to direct, indirect, incidental, exemplary, special or consequential damages or losses, arising from, attributable to and/or resulting from the use of such information by third parties however caused and on any theory of liability, whether in contract, strict liability or tort

<u>Pre-Construction Submittals</u>

1. Contractor/subcontractor must identify and submit the qualifications of a safety representative/competent person to Whiting-Turner as the primary, on-site contact for safety related issues.
    - The safety representative may be a supervisor and they shall have as a minimum, the OSHA 30-hour Outreach Training Program for Construction.
    - The subcontractor will provide a first aid/CPR/AED trained competent person when one or more of the subcontractor's employees are working

2. Contractor/subcontractor must submit a completed prequalification form and respond in writing to Whiting-Turner's requests for additional information/explanation.

3. A site-specific safety plan (SSSP) shall be developed for the project by each contractor/subcontractor. The plan should address hazards and mitigation strategies related to the scope of work for the project. Activity Hazard Analysis (AHA) for major phases of work, submitted with the company safety program may be accepted in lieu of SSSP – at the discretion of the Whiting-Turner project team.

4. Site-specific Safety Data Sheets (SDS) are required to be submitted prior to bringing any chemical product on site. A current chemical inventory is to be maintained with Whiting-Turner.

5. An Activity Hazard Analysis (AHA) shall be submitted ten days prior to the start of work.

6. A competent person's acknowledgement form must be completed, and their qualifications submitted for activities where OSHA requires a competent person.

<u>Safety Management</u>

The Whiting-Turner Contracting Company
Contractor/Subcontractor EH&S Manual Synopsis

1. All on site personnel, (contractor/subcontractors, tiered contractors/subcontractors, and their employees) are required to participate in a mandatory safety orientation session prior to commencing with any work on site. Contractor/subcontractor shall provide a translator for any non-English speaking employees during orientation and any job wide meetings/stand-downs. Employees may be asked to attend orientation again for repeat violations or deficiencies.

2. Each contractor/subcontractor is required to designate a site safety representative (SSR). SSR shall be on site at all times and shall have the knowledge and authority of the competent person. SSR shall be able to conduct site walks with Whiting-Turner personnel to ensure the safety of contractor's/subcontractor's workers on the project. Manpower totals below include all tiered contractor/subcontractor employees. Proof of training must be submitted prior to mobilization or at orientation. The qualifications for the SSR are as follows:
   - Minimum requirement proof of OSHA 30 hour submitted
   - Contractors/subcontractors with (30) or more workers on site will be evaluated by the Whiting-Turner's management team along with Whiting-Turner's EH&S Manager regarding the contractor's/subcontractor's site-specific safety performance. If the contractor's/subcontractor's past or current site safety performance indicates improved safe work practices and conditions are needed to help ensure the safety of the contractor/subcontractor crews and others, Whiting-Turner at its discretion, may require the contractor/subcontractor to provide a fulltime Site Safety Representative to be present onsite with no other collateral duties.

3. The contractor's/subcontractor's supervisor(s) and safety representative must make frequent and regular inspections of their work areas and activities.
   - Hazards identified that are under their control must be corrected immediately and all other identified hazards must be reported to the Whiting-Turner superintendent.
   - One documented inspection shall be conducted each week.

4. The contractor's/subcontractor's on-site supervisor and the contractor's/subcontractor's designated on-site safety representative must schedule and attend a pre-construction safety meeting with the Whiting-Turner Superintendent to discuss the contractor/subcontractor safety requirements.
   - The pre-construction safety meeting should take place at least five (5) working days before startup to allow for review of required documentation.

5. The subcontractor shall provide a translator whenever there are non-English speaking tradespersons on site.

6. Contractor/subcontractors, who in turn contract out parts of their work, have sole responsibility to see that their lower tier contractors comply with project safety requirements. Additionally, Whiting-Turner's Project Manager and/or Whiting-Turner's Superintendent shall be notified that the lower tier contractors are arriving at least five (5) days before work starts. The Contractor/subcontractors will be held directly accountable for all lower tier contractors. Contractors/subcontractors must provide a competent person onsite fulltime to oversee and direct lower tier contractors' while actively performing work.

7. The subcontractor's superintendent(s) and/or designated safety representative must attend the weekly coordination meeting where safety issues will be addressed.

8. Emergencies shall be handled through the Whiting-Turner Field Office according to the posted Emergency Action Plan.

9. All work-related injuries, regardless of severity, must be reported to Whiting-Turner immediately. An accident/incident investigation report must be completed by the appropriate subcontractor supervisor and submitted to Whiting-Turner within 24 hours of the incident. Further, all work-related injuries will be recorded on an injury log. A completed injury log will be submitted to Whiting-Turner by the 5th of the month for the previous month.

10. Incidents involving the public, regardless of severity, must be reported to Whiting-Turner immediately. An accident/incident investigation report must be completed by the appropriate subcontractor supervisor and submitted to Whiting-Turner within 24 hours of the incident.

11. Only communication radios are permitted on Whiting-Turner projects.

General Safe Work Practices and Guidelines

The following are prohibited on Whiting-Turner Projects

1. The use of the following administrative controls as a means of fall protection
   - Controlled Access Zone as a means of fall protection
   - Controlled Decking Zone as a means of fall protection
   - Safety Monitor System as a means of fall protection
2. The use of load handling equipment to hoist personnel—please see the Manual for exceptions and provisions
3. Working from the midrail or top rail of any lift
4. The use of cell phones for signaling of cranes and equipment
5. The use of open hooks during lifting operations/picks.
6. Fish tapes or lines made of metal or any other conductive material when potential for contact with energized circuits exists
7. The use of particle board, medium density fiber board (MDF) or similar material as floor hole covers
8. The use of open turnbuckles as part of the perimeter cable system
9. Other construction processes below steel erection are prohibited unless overhead protection for the employees below is provided
10. Harassment of any kind, to any person
11. Smoking or use of vaporized equipment (except in designated areas)
12. Radios, media players, headphones, or other listening devices
13. Guns or weapons of any kind
14. Use or possession of alcohol or drugs of any kind (except for prescription drugs)
15. Riding on equipment that is not equipped with proper seating and seat belt
16. Open fires, fire barrels, or hot boxes
17. The use of metal ladders

Carbon Monoxide Exposure Prevention

1. In enclosed or poorly ventilated spaces tools and equipment shall be powered by electricity, batteries, or compressed air.
2. All fuel driven equipment being used indoors or in partially enclosed spaces must have scrubbers where carbon monoxide exposure exists.
3. When using gasoline powered generators and compressors, place them outside away from air intakes to ensure that the exhaust is not being drawn back indoors.

Concrete and Masonry

1. Each contractor/subcontractor, with employees exposed to a fall 6’ or greater to a lower level must ensure that effective fall protection measures and rescue procedures are addressed in their company Activity Hazard Analysis prior to beginning work on site. This is to include the name and qualifications of the designated competent person.

Confined Space Entry

1. It is Whiting-Turner’s position that all confined spaces are permit required until proven otherwise [in writing] by the contractor/subcontractor’s competent person.
2. All confined spaces, regardless of classification, shall have continuous multi-gas/4-gas air monitoring while the space is occupied by tradespersons.

Cranes and Derricks

The Whiting-Turner Contracting Company
Contractor/Subcontractor EH&S Manual Synopsis

1. Personnel hoisting requirements - The use of load handling equipment to hoist personnel is prohibited unless the employer can demonstrate that other methods would be more hazardous and is able to comply with the personnel hoisting requirements that are established in the standard.
2. Hoisting personnel on Whiting-Turner projects shall be considered a critical lift or activity, and therefore shall meet all requirements of a critical lift before the lift may begin.
3. A crane checklist must be completed prior to each initial lift.
4. Post Assembly – a post assembly inspection is required for all Crawlers and Tower Cranes by a person properly trained and qualified to inspect such equipment.
5. Boom-tip anemometer or equivalent device is required.
6. All loads to be lifted at Whiting-Turner project sites shall have a tag line attached.
   - The competent person shall determine the size, rope materials, and length of the tag line.
   - The line shall be attached in a way that maintains control of the load to reduce the risk of caught-in/-between and struck-by hazards to employees and surroundings during any lift.

Critical Lifts

1. The Whiting-Turner Contracting Company identifies a critical or special lift as
   - any lift where the total weight of the load and the deductions for the equipment combined exceeds 75% of the capacity of the crane capacity chart at the specific boom length and radius of the load,
   - any lift where there will be more than one (1) crane or piece of load handling equipment attached to the load at a time;
   - any lift that involves the lifting of personnel;
   - any lift where the contents of the lift are considered hazardous to health or environment, and an accidental release could result harm to either;
   - any lift where encroachments precautions are required for power lines.

Demolition

1. Contractor/subcontractor shall verify that all local ordinances and permitting issues have been addressed as they relate to demolition.
2. Generic safety data sheets for demolished material must be provided by the creating contractor.
3. Task lighting—which meets or exceeds the requirements of the standard—shall be provided by the demolition contractor/subcontractor.

Electrical Hazards Prevention

1. Whiting-Turner requires that all projects are 100% GFCI compliant. An Assured Equipment Grounding Conductor Program may be used in addition to—but not in lieu of—the GFCI program.
2. The installing contractor, i.e. the electrical contractor/subcontractor, shall test each power receptacle for proper installation including polarity, grounding, etc. and forward that documentation to Whiting-Turner before the circuit is used.
3. The electrical contractor/subcontractor will conduct and document monthly tests after the initial installation.
4. Only round, heavy-duty (type S, SJO, SJTW, ST, SO, STD) extension cords are acceptable for use on a construction site; at least 12 gauge or larger.
5. Damaged cords may only be repaired by a qualified electrician in accordance with manufacturer's requirements for such repairs.
6. Where possible, all extension cords will be suspended (8') above the floor or working surface.
7. Extension cords shall not be fastened with staples, hung from nails, or suspended with non-insulated wire.
8. All temporary lighting circuits must originate from GFCI protected breakers.
9. Temporary wiring must be rated for all conditions it may be subjected to and be installed as per NEC, OSHA, NFPA and Authorities Having Jurisdiction requirements

Energy Control

1. Lockout/tagout (LOTO) shall not be considered for use until all other avenues of attaining a "zero-energy state" have been exhausted.

2. All contractor/subcontractors working with electrical systems are required to have a written Lockout/tagout procedure. A competent person shall be responsible to control all aspects of the LOTO procedure. They will ensure coordination with the appropriate tradesmen.
3. If a system can be locked out through design or by other means, this will be the preferred method.
4. The lockout device shall be substantial enough to prevent removal.
5. The lock shall be a separately keyed lock for use only with the lockout system.
6. The lockout device must be tagged with the name of the employee and their company. There shall be one lock for each employee (including Whiting-Turner) exposed to the system.
7. If working in a multi-shift environment each employee shall remove their respective locks at the end of their shift. The creating contractor shall have a system in place to ensure that exposure is eliminated by controlling the potential hazardous energy by means of LOTO. If work on the system is to continue the next shift worker shall be present to install his own lock immediately following removal of the lock from the prior shift.
8. Employees shall not leave locks on past the end of their shift. The use of 100% LOTO must be maintained until the completion of the task. Verification by all competent persons in charge of the LOTO shall be completed prior to re-energizing the system.
9. In the event an employee is discovered tampering with or violating the LOTO procedure, the employee will be removed from the project indefinitely.
10. A log shall be maintained on site that identifies the following:
    - Date of usage
    - Number of locks and tags used
    - Contractors involved
    - Time of LOTO initiation
    - Time of LOTO removal
    - Designated competent persons
    - Location of LOTO Devices
11. Electrical or piping & instrumentation drawings or identifying specific locations of the LOTO devices shall accompany the LOTO log.

Excavations

1. Prior to the commencement of excavation activities where the excavation will be greater than 3 feet in depth, a pre-excavation checklist must be completed by the contractor/subcontractor's competent person and submitted to Whiting-Turner upon request.
2. Underground utility installations must be identified and marked prior to beginning any excavation. To prevent unintentional contact, all necessary measures must be employed to locate underground utilities prior to excavating. Acceptable methods include but are not limited to the following: test pitting, ground penetrating radar (GPR), use of as-built drawings and any other obtainable information.
3. A competent person must be identified on Whiting-Turner's competent person designation form and their qualifications submitted to Whiting-Turner prior to the start of work.
4. All excavations shall be protected by snow fence, at a minimum.
5. Persons walking or working adjacent to a trench with vertical/shear walls that is equal to or greater than six (6) feet in depth must be protected from fall hazards unless it has been determined by the competent person that it is infeasible or creates a greater hazard.
6. Persons crossing an excavation that is equal to or greater than six (6) feet in depth must be protected from fall hazards by means of a guardrail system.

Fall Protection and Prevention

1. Prior to creating a hole or opening in any elevated work surfaces, contractors/subcontractors must submit an elevated surface modification permit.
2. Particle board, medium density fiber board (MDF) or similar material is prohibited from being used as floor hole covers on Whiting-Turner projects All holes must remain properly covered, secured, and labeled / signed.
3. Each contractor/subcontractor, with employees exposed to a fall 6' or greater to a lower level must ensure that effective fall protection measures and rescue procedures are addressed in their company Activity

Hazard Analysis prior to beginning work on site. This is to include the name and qualifications of the designated competent person.

4. A Personal Fall Arrest System (PFAS) [comprised of a full body harness, double lanyards, anchorage point and anchorage connector], a personal fall restraint system (PFRS) [comprised of a full body harness, lanyard, anchorage point and anchorage connector], a guardrail, or safety net system must be in place to protect all trade persons from exposure to falls working at or above 6 feet.
5. Employees working on ladders must be at least one and a half times the height of the ladder away from any perimeter, shaft, stairway, and opening where the fall distance exceeds 6'. If that distance isn't feasible, a conventional fall protection method must be employed.
6. Stilts are only permitted in broom swept areas, where there is no change in elevation.
7. Every hatchway and chute floor opening shall be guarded by a hinged floor-opening cover. The opening shall be barricaded with railings to leave only one exposed side. The exposed side shall be provided either with a swinging gate or so offset that a person cannot walk into the opening.
8. An extension platform outside a wall opening onto which materials can be hoisted for handling shall have a standard railing that meets handrail standards. However, one side of an extension platform may have removable railings to facilitate handling materials; in this instance a personal fall restraint or arrest system shall be utilized to protect the exposed worker.
9. Perimeter cable shall not be less than 3/8" steel cable.
10. Corner uprights must be braced so that the required tension may be maintained.
11. The cable must be terminated with three U-bolt wire rope clips that maintain an efficiency rating of at least 80% of the wire rope's breaking strength as proven through product documentation (e.g. Crosby clips).
12. Perimeter cable shall not be used as part of a personal fall arrest or fall restraint system unless designed to be used in that manner by a registered engineer.
13. The use of open turnbuckles as part of the perimeter cable system is prohibited.
14. All guardrail systems [with the exception of scaffold systems or where it can be proven to create a greater hazard] must be equipped with orange perimeter screening or mesh to prevent the ability to breach the system by climbing through rails. The installation of the screening must be compliant with Whiting-Turner's orange perimeter screening guidelines.
15. A fall restraint system must be employed when working from articulating boom lifts.
16. A PFAS is not required when climbing up or down a ladder. Fall protection shall be considered by the competent person if employees work from a ladder 6' or more above a lower level and are exposed to a fall.
17. Steel erectors and metal decking installers must utilize 100% fall protection devices at all times when working over 6'.
18. Horizontal lifelines must be designed by an engineer and installed under the supervision of a qualified person. A safety factor of two must be maintained.
19. Adequate fall protection devices must be provided, installed, and used at all loading platforms by the contractor/subcontractor wishing to remove existing perimeter protection prior to its removal.
20. All anchorage points utilized in a personal fall arrest system must be capable of supporting a load of no less than 5000 lbs.
21. Retraining documentation—to include instructor's name and qualifications, training literature and sign-in sheet—must be submitted to Whiting-Turner on company letterhead.

Fire Prevention and Protection

1. A 20 lb. ABC dry chemical fire extinguisher or equivalent must be provided for each 3,000 square feet of protected building area. An extinguisher shall be placed at every stairwell on each level.
2. Residential-like wood framing construction shall have a 20 lb. ABC dry chemical fire extinguisher or equivalent for each 1,500 square feet of protected building area.
3. Storage of flammable/combustible liquids on or inside of buildings under construction shall be no more than one-day supply.
4. Provide a 20-pound ABC dry chemical type extinguisher between 25'-75' from areas where flammable liquids are being handled.

The Whiting-Turner Contracting Company
Contractor/Subcontractor EH&S Manual Synopsis

Housekeeping

1. Clean-as-you-go practices are required.
2. Sort and organize material, sweep daily, and standardize activities to aid in the elimination of storage of excess/unused material in active work areas
3. Work that may temporarily block emergency exits, safety showers, elevators, corridors, and hallways will require prior Whiting-Turner approval.
4. Materials stored in the vicinity of the area where work is performed should be limited to only those materials that will be used in the same shift.
5. Any material stored in a work area longer than 24 hours must be approved by Whiting-Turner.
6. Gang boxes, toolboxes, and sea containers/conex boxes shall not have materials stored on top of them.
7. All chemicals brought on site must be approved by Whiting-Turner.
8. The user of the chemical must provide Whiting-Turner an SDS prior to bringing the substance on site.
9. Chemical/gas cylinders (welding, purging, leak detection cylinders, etc.) must be secured.
10. All dedicated chemical storage areas must have safety data sheets (SDS) available at the storage location.

Mobile Elevated Work Platform

1. Employees must keep both feet on the floor of the basket; use of guardrails to gain additional height is prohibited on Whiting-Turner project sites.
2. Where aerial and scissor lifts are used on concrete slabs, any floor depressions or grade changes are required to be barricaded to restrict travel onto that area.
3. The area(s) below the basket or platform of aerial lifts shall be cordoned off using reinforced danger tape—or something of equivalent or greater tensile strength—and by using signage to identify the overhead hazard when a potential for falling objects exists
4. Field modifications are not allowed on aerial lifts. Aerial lifts shall not be used to hoist, raise, or position material outside of the platform or basket unless manufactured to do so.

Personal Protective Equipment

1. Prescription eyeglasses and sunglasses that do not comply with ANSI Z87.1 are prohibited.
2. Aluminum hardhats, and bump caps are not permitted on Whiting-Turner projects.
3. For security and identification purposes, all hardhats shall display the contractor/subcontractor name and/or decal identifying the employer as well as the employee's name.
4. Employees exposed to electrical voltages of 600 V or greater shall wear hardhats that meet the requirements of ANSI Z89.2 type Hardhats
5. Hand protection is required when employee's hands are exposed to hazards such as those from skin absorption of harmful substances, cuts or lacerations, abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.
6. High visibility vests/gear are required by each person on site.
7. Long pants and shirts with at least a 4" sleeve is required. Shorts, cut offs, tank tops, and net shirts are not permitted.

Scaffolds

1. Contractor/subcontractor whose employees will need to access a scaffold system for work shall have a competent person present to inspect and sign off on the scaffold prior to the start of work each day.
2. Employees erecting or dismantling a scaffold are required to utilize appropriate fall protection at heights six (6) feet or above unless proven to be infeasible or more hazardous as determined by their company's competent person.
3. All scaffolds, including carpenters' bracket scaffolds, over six (6) feet in height shall have guardrails on all open sides. If guardrails cannot be used on a walking/working platform, contractor/subcontractors are required to use another means to protect employees from a fall.
4. Cross-braces are not considered to be an adequate guardrail (fall protection) system and shall not be used as a top or mid rail on Whiting-Turner projects.
5. Contractors shall utilize a scaffold tag system. The scaffold tag system shall be color coded and visible. The competent person shall inspect the scaffolding system before each work shift. The competent person shall sign and date the scaffold tag.
   - Green tags are reserved for complete systems

- Red tags are reserved for erection/dismantling activities and for scaffolds with deficiencies in the system
- Yellow tags are reserved for systems that require the use of both PFAS and guardrail systems for incomplete scaffold systems or platforms.

Signs, Signals and Barricades

1. All caution and danger tape used on Whiting-Turner project sites shall be of the reinforced type and shall be supplemented with a tag/label affixed with the responsible party's name, company, contact number, and potential hazard.
2. All flagmen shall be trained on appropriate procedures before controlling traffic, as required by the Manual on Uniform Traffic Control Devices (MUTCD) and any municipal or state guidelines.
3. All flagmen shall utilize sign paddles and shall be outfitted with high visibility garments, as required by current ANSI standards. All PPE and traffic control equipment shall be outfitted with reflectorized material for night work as required by current ANSI standards.

Stairways and Ladders

1. All aluminum and commercially manufactured wooden ladders shall not be used on Whiting-Turner projects.
2. Fall protection shall be considered by the competent person if employees work from a ladder 6' or more above a lower level and are exposed to a fall.
3. Employees working on ladders must be at least one and a half times the height of the ladder away from any perimeter, shaft, stairway, and opening where the fall distance exceeds 6' without employing additional means of fall protection.
4. Subcontractors shall provide ladders with duty ratings that meet the needs of their employees. Workers are required to select ladders that are capable of safely supporting their weight and the weight of their tools.

Steel Erection

1. Fall protection provided by the steel erector shall remain in the area where steel erection activity has been completed to be used by other trades; if / when Whiting-Turner accepts and takes custody of the system.
2. All tradespersons, including connectors, engaged in steel erection activities on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level shall be protected from fall hazards by a conventional fall protection method.
3. Roof penetrations are to be made only when equipment is ready to be installed.
4. Safety latches on hooks shall not be disengaged or made inoperable.

Welding and Cutting

1. A Hot Work Permit must be completed daily by each contractor/subcontractor performing all welding, burning/cutting operations.
2. Contractor/subcontractors are responsible for providing a fire watch and a charged, 20lb ABC dry chemical fire extinguisher for each welding and burning activity.
3. A fire watch is always required to remain in place during the hot work activity and for a minimum of one half (1/2) hour after the welding or burning operation has been completed.
4. Additional permits may be required by the local Fire Department and will be at the contractor/subcontractor's expense.
5. All shields shall be compatible with a hardhat.
6. All cylinders shall be considered in storage at the end of each shift; cylinders must have gauges removed and caps in place.

MISCELLANEOUS RULES

A. Do not block any hallways, stairs or exit doors. Maintain fire egress.
B. Use all proper personal protection equipment (hard hats, gloves, glasses, etc.)
C. Smoking is prohibited on school grounds. Violators will be warned in writing one time. Written warning will be copied to their office. The second violation will result in removal from project. Designated smoking areas will be established outside of the building.
D. Eating in designated areas only
E. Use designated toilets only
F. Clean the work site daily, trash and debris to the dumpster daily
G. Alert WT to any emergency
H. Report any damage to building components or site items
I. No gasoline-powered or carbon monoxide exhaust equipment can be used at any time in the building after it is enclosed, use propane instead. All equipment you plan to use must be reviewed with the WT Superintendent for safety concerns.

NOTE: THESE ABOVE SAFETY RULES ARE IN ADDITION TO OSHA REQUIREMENTS.

II. CONTRACTOR'S SAFETY PROGRAM

The Contractor will provide a competent safety person who will be responsible for administering the Contractor's safety program and enforcing the safety rules. The following are recommended suggestions for establishing an effective Contractor's safety program.

A. Establish a schedule of safety meetings conducted by Contractor's foreman for discussing specific topics, such as safety rules, hazards or specific jobs, safe practices, etc.
B. Establish a plan for Contractor's foreman to contact each employee under his supervision at least once per week on safety.
C. Establish a procedure for the prompt investigation of all personal injuries and property damage by Contractor's management.
D. Establish a schedule for periodic inspection by Contractor's management of "hazards" on job site.
E. Establish a plan for the periodic inspection of tools and equipment by Contractor's management.
F. Develop basic safety rules for job, instruct employees and enforced compliance.

III. INDEMNIFICATION (RELATED TO OSHA VIOLATIONS)

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless Whiting-Turner, the Owner, and the Architect and their agents and employees from and against all claims, including citations and penalties imposed by the Occupational Safety and Health Administration, damages, losses, expenses and judgments including, but not limited to attorney's fees, arising out of or resulting from performance of the work in an area which is unsafe, harmful, dangerous, or hazardous and which is caused in whole or in part by any act of omission of the Contractor, anyone directly or indirectly employed by it, or any one for whose acts it may be liable, regardless of whether the claim, citation, penalty, damage, loss, expense or judgment results from unsafe, harmful, dangerous, hazardous or toxic materials or substances or whether from any other unsafe, harmful, dangerous or hazardous conditions.

IV. SEXUAL HARASSMENT POLICY

The Construction Manager and Owner will not accept any behavior deemed to be a form of sexual harassment and actively seeks to eliminate such behavior from the jobsite environment.

Definition of Sexual Harassment

The Construction Manager and Owner officially defines sexual harassment as "any unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature that has the effect or purpose of unreasonably interfering with an individual's work or academic environment, or of affecting an individual's employment or academic status." Sexual harassment is not only a clear violation, it is illegal and a form of discrimination, covered under Title VII of the Civil Rights Act of 1964.

Be Aware

Sexual harassment takes many forms, but includes any unwanted sexual attention such as:

- starring, leering, and ogling
- sexual teasing
- jokes and gestures
- repeatedly asking for dates after being refused
- lewd remarks
- whistles
- references to someone's anatomy
- inappropriate touching
- attempts to kiss or fondle
- coerced sexual intercourse

The sexual harassment policy will be strictly enforced. Any reported incident will be dealt with swiftly and severely. The offending party, if identified will be dismissed from the project and property and not allowed to return. Repeated incidents by employees of a particular firm can result in cancellation of that contract. The victim of the abuse retains the legal right to prosecute. All employees of these contracting firms should be apprised of this policy before working on this project.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

Refer to the specific scopes of work for clarification of responsibility of the items specified herein.

PART 1 – GENERAL INFORMATION

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection, and shall be subject to the Construction Manager's approval.

A. Temporary utilities required include, but are not limited to:

Water service and distribution
Temporary electric power and light
Telephone service
Storm and sanitary sewer

B. Temporary construction and support facilities required include, but are not limited to:

Dewatering facilities and drains
Temporary heating, ventilating, humidification, and air conditioning
Field offices and storage facilities
Temporary roads and paving/construction parking/mud/snow and ice clean-up
Sanitary facilities, including drinking water
Temporary enclosures
Hoists and temporary elevator use
Temporary project identification signs and bulletin boards
Waste disposal service and progress cleaning
Construction aids and protection

C. Security and safety facilities required include, but are not limited to:

Temporary fire protection
Barricades, warning signs, lights
Enclosure fence and security maintenance
Environmental protection
Safety requirements

D. Controls

Workday
Lunch wagons
Erosion control
Excavation material
Excavation training
Material inventories
Deliveries

1.03 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

Municipal and Labor & Industry Building Code requirements
Health and safety regulations
Utility company regulations
Police, Fire Department and Rescue Squad rules
Environmental protection regulations

B. Inspections: Arrange for authorities, having jurisdiction, to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site. They shall be removed, relocated as required by the progress of the work, or directed by the Construction Manager.

B. Existing Utilities and Systems:

1. Existing systems shall be maintained at all times unless approved (48 hrs. notice of shutdown) by Owner. Permanent heating, plumbing and electrical systems shall be activated and maintained during owner occupancy of existing facilities. Facilities shall be maintained at 70°F.

2. Trade Contractors interrupting services due to their construction operations shall provide temporary utility lines, as required, to maintain services.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide new materials; if acceptable to the Construction Manager, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable

for the use intended.

B. Lumber and Plywood: Comply with requirements in Division-6 Section "Rough Carpentry."

C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

D. Water: Provide potable water approved by local health authorities.

E. Open-Mesh Fencing: Provide 11-gauge, galvanized two inch, chain link fabric fencing, six (6) feet high with galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

2.02 EQUIPMENT

A. General: Provide new equipment; if acceptable to the Construction Manager, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools, equipment, and GFI breakers.

D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.

E. Electrical Welding Outlets: These will not be provided. Each Trade Contractor will be responsible for his own welding power.

F. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

H. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

I. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustions type, properly vented and fully enclosed with a glass fiber, reinforced polyester shell or similar nonabsorbent material.

J. First Aid Supplies: Comply with governing regulations.

K. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION/SCOPE RESPONSIBILITIES

3.01 INSTALLATION (BY APPLICABLE TRADE CONTRACTORS)

A. Use qualified personnel for installation of temporary facilities. Location facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION(BY APPLICABLE TRADE CONTRACTORS)

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, each Trade Contractor shall provide trucked-in services at their expense as required to complete their work.

3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

Use Charges:

Cost or use charges for temporary facilities are to be paid by the Trade Contractor requiring or providing the temporary facility unless noted otherwise.

Owner will pay utility consumption costs during construction for construction activities only.

B. Water Service: The Plumbing Contractor shall install water service and distribution

piping of sizes and pressures adequate for construction. Provide 3/4" hose bib termination at each story of construction work, located so that any area of building construction can be reached with a 100 ft. length of hose. Water service may be run from a temporary or permanent source.

1. Sterilization: Sterilize temporary water piping prior to use.

2. Protect system from freezing.

3. Maintain 30 psig. water pressure with 5 gpm. flow rate.

4. Owner shall pay for cost of water consumed during construction. Trade Contractor shall take the necessary steps not to be wasteful.

C. Temporary Electricity Power Service:

1. After start of work at project site, when requested by the Construction Manager, the Electrical Contractor shall provide a temporary electrical power distribution system sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections. Provide 480 volts, 3 phase, 3 wires, 60 hertz and an equipment grounding conductor as well as 120 volts, 1 phase, 15 amperes, 60 hertz for lighting. Provide weatherproof, grounded wiring with overload protection; with direct wired connections, where feasible, and for voltages up to 220/208 volts. Locate multiple outlets for 120 volt power, not less than 4 gang, at each story of construction, spaced so that the entire area of construction can be reached by power tools on a single extension cord of 100' maximum length. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.

2. The Owner will pay for cost of all electric energy used for construction activities.

3. The Electrical Trade Contractor shall provide and pay for maintenance, servicing, operation, and supervision of lines installed.

4. Provide service with ground fault circuit interrupter feature, as per NEC and OSHA requirements. The Electrical Trade Contractor shall have a cord inspection program in place. He shall maintain the inspection records on site.

5. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system.

6. If required, provide meters for electrical power.

7. When temporary electrical lines are no longer required, they shall be removed by the Electrical Trade Contractor and any part, or parts, of the grounds or buildings disturbed or damaged shall be brought back to their original condition.

8. Electricity from existing lines may be used at no charge to the Trade Contractor.

Each trade shall provide extension cords from the existing facilities, as required, for the execution of the Work. Electrical power for welding equipment will not be available.

9. The Electrical Trade Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.

10. The Electrical Trade Contractor shall install switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.

11. Temporary power supplies to the Construction Manager's Office Conference/Office Complex shall be installed with service connection by the Electrical Trade Contractor.

12. The Electrical Trade Contractor will provide power for oil or gas fired temporary heaters, if required by the Construction Manager. It will be connected so that it can remain "live" when the lighting has been turned off.

13. The Electrical Trade Contractor will provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire lines. All temporary heat work will comply with existing OSHA requirements.

14. Construction circuits shall be separate and independent from temporary lighting.

D. Temporary Lighting: Whenever overhead floor of roof deck has been installed, the Electrical Trade Contractor shall provide temporary lighting with local switching.

The Electrical Trade Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:

1. Provide uniformly spaced general lighting utilizing one (1) 150 watt incandescent lamp equivalent to 1.0 watts/sq. ft. of floor areas (minimum one (1) lamp per room), and one (1) 100 watt lamp per 50' of corridor of per flight of stairs.

2. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug in temporary lighting and localized areas where such work is in progress.

3. As permanent lighting system is substantially complete for each story or usable portion thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.

4. The Electrical Trade Contractor shall maintain and operate permanent lighting system until the time of final acceptance and transfer of operation to Owner's personnel, including turning off lighting during off-construction hours.

5. The Electrical Trade Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use.

6. Special lighting required for construction activities shall be provided by contractor requiring it.

7. The Electrical Trade Contractor shall provide safety lighting in the stairways, hallways, and exterior security lighting (as required) on a 24-hour basis.

8. The Electrical Trade Contractor will provide a termination box in the Trade Contractor's office trailer area for hook-up of the Trade Contractor's trailers. Cost for individual Trade Contractor trailer hook-up will be born by the Trade Contractor requiring this service. Use of electric heaters in those trailers and shanties will not be permitted.

E. Temporary Telephones:

1. Each Trade Contractor shall be responsible for and provide for his own temporary telephone service.

F. Storm Sewers and Drainage:

1. If storm sewers are available, the Sitework Trade Contractor shall provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available, or cannot be used, Sitework Trade Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, Sitework Trade Contractor provide containers to remove and dispose of effluent off the site in a lawful manner.

2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.

3. Comply with the soil erosion and sedimentation control plan and local authorities having jurisdiction.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION (BY APPLICABLE TRADE CONTRACTORS)

A. General:

1. Locate field offices, storage, sanitary facilities and other temporary construction and support facilities for easy access after approval from the Construction Manager.

2. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines.

B. Dewatering Facilities and Drains:

1. For temporary drainage and dewatering facilities, and operations not directly associated with construction activities included under individual Sections, comply

with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities.

2. The Sitework Trade Contractor shall be responsible to maintain the site, excavations and construction free of water. Review contract scopes for dewatering requirements for each Trade Contractor.

3. Plumbing Trade Contractor shall provide temporary storm water drainage from the building and the Sitework Trade Contractor shall control roof drainage from building on site.

4. Sitework Trade Contractor shall be responsible to drain or pump water and remove debris from the site so as not to delay his continuous work or progress. This shall include operating pumps during second shift in order to facilitate next-day continuation of work.

5. Sitework Trade Contractor shall excavate in a manner that prevents all surface water from flowing into the building area. Sitework Trade Contractor shall be responsible to remove any runoff water or debris which enters the building area.

6. Sitework Trade Contractor shall continue to drain site and remove debris until designed grades are obtained.

7. Upon completion of building foundations, each Trade Contractor shall be responsible to remove water and debris required to complete his work.

C. Temporary Heating, Ventilating & Air Conditioning:

1. Temporary heating shall be provided and maintained by the Trade Contractor performing the work if the outside temperature falls below 40°F at anytime during the day or night for all exterior work or work performed prior to the building being generally enclosed by walls and roof.

2. Each Trade Contractor shall furnish temporary heat by acceptable means to provide sufficient heat to maintain a temperature of 55°F, 24 hours a day throughout the entire area of the work for which the Trade Contractor is responsible.

   Except where use of the permanent system is authorized, provide vented, self-contained LP gas or fuel oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited. Temporary heating may not be provided using electrical heating equipment if using electrical power supplied by the Owner.

3. As soon as the building, or portions thereof, is generally enclosed with walls and roof and temporary heat is required for scheduled work, or required to facilitate proper workmanship, and permanent heating system is not yet operable or authorized for use, the Mechanical Trade Contractor shall provide temporary heat or air conditioning service for every entity authorized to do work at the project site. The Mechanical Trade Contractor shall maintain temperatures as indicated by other

Specification Sections for each type of work to be performed. The Construction Manager shall be the sole arbiter of when the building is considered generally enclosed.

4. The Carpentry Trades shall install, maintain, and remove temporary enclosure of windows, doors and roof openings until the permanent materials are in place when such enclosures will result in the building being generally enclosed.

5. After the conditions of construction require continuous 24 hour heat in the building, as determined by the Construction Manager, the Mechanical Trade Contractor shall provide, operate, and maintain temporary radiation or unit heaters to provide required temperatures (minimum 55°F) for the conduct of the work. This service shall be continued until the permanent heating system has been completely installed and is in operation and the buildings of the project completed. The Mechanical Trade Contractor shall furnish and pay for all fuel as required for providing temporary heat and air conditioning after the building is generally enclosed. The Owner shall pay for all fuel costs incurred to operate the permanent HVAC systems for temporary purposes. As permanent heating/cooling system is substantially complete and operational for each story or usable portion thereof, the Mechanical Trade Contractor shall make suitable provisions for use thereof in temporary heating and cooling. The Mechanical Trade Contractor shall maintain and operate permanent system for temporary heating/cooling purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for entire heating system.

6. All permanent heating and air conditioning equipment used to supply temporary heat and air conditioning shall be completely cleaned and reconditioned by the Mechanical Trade Contractor prior to final acceptance. NOTE: All permanent equipment shall receive required scheduled maintenance while use for temporary service. Radiator traps and valves used in the heating system during the period of its operation to supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace significantly worn parts and parts that have been subject to unusual operating conditions.

7. The Mechanical Trade Contractor shall remove all soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.

8. Temporary Ventilation: A Trade Contractor requiring ventilation for work shall provide fans or other necessary equipment to condition air, provided prior approval has been obtained from the Construction Manager.

9. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work, or for protection of installed work from deterioration due to variations in ambient conditions, each Trade Contractor shall provide his own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate the use of the equipment with temporary heating to produce the required conditions with a

minimum overall use of energy.

10. Permanent electrical power needed to operate permanent heating system must be provided by the Electrical Trade Contractor in conjunction with building enclosure, or the Electrical Trade Contractor shall furnish adequate temporary power to operate permanent heating system and bear all cost associated to provide that power.

D. Field Offices:

1. Trade Contractors shall provide offices for their own personnel. All type and location of jobsite offices and equipment will be approved by the Construction Manager. Trade Contractor's offices shall be a maximum of 40' in length.

2. Storage and Fabrication Sheds: Each Trade Contractor shall provide storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces. All steps and platforms connected to shelters must be per OSHA regulations.

3. All offices and sheds must have the Trade Contractor's identification on them.

E. Temporary Roads and Paving, Construction Parking:

1. Sitework Trade Contractor shall construct and maintain temporary roads, to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located.

2. Snow removal will be performed by the Sitework Contractor for access roads and storage areas. Each Trade Contractor shall provide any additional snow removal required to maintain the schedule.

F. Sanitary Facilities:

1. The Construction Manager shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue for each facility.

2. Toilets: Install self-containted toilet units. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking facilities when construction is not in progress.

Provide separate facilities or male and female personnel when both sexes are working in any capacity on project site.

Provide one unit for use of Owner representative's office/conference meeting

complex.

3. Drinking Water Facilities: Each Trade Contractor shall provide containerized tap-dispenser bottled-water type drinking water units, including paper supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45° to 55°F (7° to 13°C).

G. Temporary Enclosures:

1. All temporary enclosures required for protection of exterior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.

2. Prior to the building being enclosed, all temporary enclosures required for protection of interior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.

3. Where heat is needed and the permanent building enclosure is not complete (windows, doors, and roof openings not complete), the Carpentry Contractor shall provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

4. Install tarpaulins securely with noncombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.

5. Each Trade Contractor is required to construct, maintain, and remove dust partitions required to prevent dust from entering adjacent areas.

H. Temporary Lifts and Hoists:

1. Each Trade Contractor shall be responsible for their own hoisting.

2. Existing Elevators:

   A. N/A

3. New Elevators:

   A. N/A

I. Project Identification and Temporary Signs

1. The Construction Manager shall prepare project identification and other signs, as approved by the Owner of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel.

2. Provide on (1) sign erected on the site, where directed, to identify the project. Sign shall include Project name, Owner's name, Architect's name, and Construction Manager's name. Size shall be 4' x 8'; color and lettering style shall be as designed by the Architect.

3. Engage an experienced sign painter to apply graphics.

4. Temporary Signs: The Construction Manager shall prepare signs to provide directional information to construction personnel and visitors as required by the Construction Manager.

5. The Construction Manager shall erect weathertight bulletin boards adjacent to the office/conference complex. Size of the boards shall be equivalent to 32 sq. ft., visible area.

J. Waste Disposal Services:

1. The Construction Manager will provide trash collection containers for construction debris, exclusive of masonry, rock, earth, etc., and pay for all debris disposal costs for them. Each Trade Contractor on the project will be required to clean up, and deposit in the dumpster, all debris generated by his trade contract work on a daily basis. This requirement shall be enforced by the Construction Manager and will result in cost assessment against a Trade Contractor who fails to perform daily clean-up. Each Trade Contractor will be responsible for flattening or crushing all trash as necessary when placed into the dumpster. Hazardous material shall not be placed in the collection container.

K. Construction Aids, Protection and Facilities

1. The Carpentry Trades Contractor shall provide temporary ladders, ramps, and walkways required to access upper levels until permanent systems are installed. They shall be installed and maintained throughout the duration of the project and comply with all OSHA requirements. Removal of these shall be by the Carpentry Contractor when requested by the Construction Manager.

2. The Concrete Contractor shall be responsible for providing safety railings around basement area prior to completion of metal deck and slab. Concrete Contractor shall also provide railing around floor opening for floor hatch into basement once concrete has been poured.

3. Each Trade Contractor will be responsible for protecting any floor openings that have been opened for work under his trade.

4. Each Trade Contractor, upon working in any of the area named in the above paragraph, shall remove the safety covering and handrail to perform his work. Upon completion of his work for the day, lunch, or breaks, or any time when the individual Trade Contractor is not working in that opening, the safety covering and handrail must be replaced by the Trade Contractor removing it. At the end of each day, each Trade Contractor will inspect the site and install all safety coverings and handrails. IF coverings and handrails are not being reinstalled by Trade Contractors responsible for replacement, then Construction Manager will replace at Trade Contractor's expense. At the end of the project, or in order to install permanent construction, the Construction Manager shall remove all coverings and handrails.

5. The Carpentry Trades Contractor shall provide safe, temporary stairs, constructed of secure, dimensional lumber, with all railings and closures according to OSHA regulations, until permanent stairs are installed. Temporary stairs must be provided at the point when above grade floors are framed and decked, and require access by trades, in addition to the steel erection crews.

6. The Trade Contractors requiring access to above grade work are responsible for providing ladders, scaffolding and appropriate methods to access their work. Trade Contractors desiring use of in place above grade work platforms must arrange directly with the party that owns the equipment and make all rental and insurance arrangements directly with that party.

7. All work platforms, scaffolding, etc., on the project shall be available for access by the Owner, Architect, Municipal Authority, Test Agency and/or Construction Manager, and these parties shall be insured and held harmless when using these facilities by the Owner of the facility.

8. Each Trade Contractor shall be responsible for maintaining safe walkway and stair traffic areas, using anti-skid methods, routine sweeping, snow, mud and/or ice removal, and any other reasonable method for safe usage.

3.04 SECURITY AND SAFETY FACILITIES INSTALLATION

A. Temporary Fire Safety

1. Shall be maintained in place until permanent fire protection system is available for use. The Fire Protection Trade Contractor shall provide the permanent sprinkler fire protection system for use at the earliest possible date after building enclosure and 55°F temperatures are maintained to protect the building.

2. Until fire protection needs are supplied by permanent facilities, the Construction Manager shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers."

3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

4. Store combustible materials in containers in fire-safe locations.

5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas. Prohibit smoking within the enclosure building.

6. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Barricades, Warning Signs and Lights: (Protection of Trade Contractors Work)

1. The responsible Trade Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

C. Building Security Enclosure and Lockup:

1. Each Trade Contractor shall be responsible for assisting the Construction Manager in maintaining a secure building at all times.
2. Each Trade Contractor is responsible for the secure storage of their own material and equipment on and off the site.

D. Environmental Protection:

1. To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner and Construction Manager, their employees and agents, from claims, losses, damage, and expenses including, but not limited to, attorney's fees arising out of performance of the work at it relates to any type of pollution related situations. This would apply to bodily injury, sickness, disease, or death, or to damages or destruction or contamination of tangible property arising out of the acts or omission of the Trade Contractor or the joint negligent acts of the Owner or Construction Manager, or anyone for whose acts the Trade Contractor may be liable.

2. The Construction Manager will designate area available for construction storage.

3. Each Trade Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and methods that comply with all environmental regulations, and minimize the possibility that air, water, and soil become contaminated or polluted as a result of work or storage so supplies and materials, or equipment usage.

4. Each Trade Contractor will designate and train a responsible employee in environmental contamination procedures, including, but not limited to, emergency responses, material and waste inventories, spills and leak precautions and responses, inspections, housekeeping, security, and external factors.

5. Open burning will not be permitted.

E. Safety Requirements

1. All work shall be performed in accordance with rules, regulations, procedures and safe practice and/or OSHA and all other Government agencies having jurisdiction over the project.

2. Safety precautions and programs:

   a. Each container shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. The name of the safety officer for each contractor shall be provided by the Construction Manager.

   b. All Trade Contractors shall comply with the provisions of the "Specific Safety Requirements of the Construction Safety Act," the "Occupational Safety and Health Act," and Federal, State and local requirements.

   c. If a contractor fails to maintain the safety precautions required by law or directed by the Construction Manager, the Construction Manager may take such action as necessary and charge the Trade Contractor for all incurred costs.

   d. The failure of the Construction Manager to take any such action shall not relieve the Trade Contractor of his obligations.

   e. The Trade Contractor individually shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

   f. Prior to mobilizing to the job, the Trade Contractor shall submit to the Construction Manager, in writing, a description of his safety program for review and comment. During the conduct of the work, the Trade Contractor shall immediately notify the Construction Manager, in writing, of all accidents and shall submit a written report describing in detail the circumstances of each accident within 24 hours of its occurrence.

   g. All Trade Contractors shall notify the Construction Manager of any flammable, combustible and/or toxic materials intended for use on the project and shall furnish the Construction Manager with literature pertinent to the use and control of all materials, including, but limited to, MSDS sheets.

   h. Each Trade Contractor shall delegate one representative who shall be responsible to maintain all safety requirements of the Trade Contractor, and shall attend all project safety meetings scheduled by the Construction Manager.

   i. Each Trade Contractor shall conduct weekly safety discussions which shall be attended by all employees assigned to this project. A written safety given to the Construction Manager on a weekly basis.

3. Safety of persons and property:

   a. The Trade Contractor shall take all reasonable precautions for the safety or, and shall provide all reasonable protection to prevent damage of loss to:

      1. All employees on the work site and all other persons may be affected thereby.

      2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Trade Contractor or any of his Subcontractors or Sub-Contractors.

      3. Other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction and underground property.

   b. The Trade Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority, including the Owner's department of protective services, bearing on the safety of persons or property or their protection from damage, injury or loss.

   c. The Trade Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, from his work, including danger signs and other warnings against hazards. He shall comply with safety regulations and notify the Construction Manager of possible effects on adjacent facilities. If the Trade Contractor fails to so comply, he shall, at the direction of the Construction Manager, remove forces from the project without cost or loss to the Owner or Construction Manager, until he is in compliance.

   d. The Trade Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Trade Contractor, his subcontractors, his Sub-subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them be liable.

   e. The Trade Contractor shall not load or permit any part of the work to be loaded so as to endanger its integrity and safety.

   f. The use of audio equipment and headsets will not be permitted on the construction site.

4. <u>Emergencies</u>:

   a. In any emergency affecting the safety of persons or property, the Trade Contractor shall act, at his discretion, to prevent threatened damage, injury or loss and shall immediately notify the Construction Manager of such emergency conditions. Any claims made by the Trade Contractor for additional

compensation or extension of time on account of emergency work shall be processed in accordance with the Contract Documents.

5. Indemnification:

a. The Trade Contractor shall indemnify and hold harmless the Owner, the Construction Manager, the Architect/Engineer, all municipal authorities, and their agents and employees, from and against all claims, damages, losses, and expenses including, but limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury, sickness, disease or death, or to injury to or destruction of tangible property (other work than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Trade Contractor, any Subcontractor, anyone directly or indirectly employed by any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

b. In any and all claim against the Owner, the Construction Manager, the Architect/Engineer, or any of their agents or employees, by any employee of the Trade Contractor, and Sub-Contractor, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the type of damages, compensation or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

c. The obligations of the Trade Contractor under this paragraph shall not extend to the liability of the Architect/Engineer or the Construction Manager, his agents or employees arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, design or specifications, or (2) the giving of or failure to give directions or instructions by the Architect/Engineer or the Construction Manager, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

d. No provision of this Subparagraph shall give rise to any duties on the part of the Architect or the Construction Manager not otherwise provided for by contract or by law.

e. In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party refusing to honor such requests shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees to the party requesting indemnity.

3.05 CONTROLS

A. Workday:

1. The workdays for the project are defined as 7:00 a.m. – 4:30 p.m., Monday through Friday, & 7-3:30 Saturday, with lunch period from 12:00 – 12:30 p.m. The progress schedule may require contractors to perform work other than the normal workday

and in addition to the normal workday, to meet milestones in the progress schedule for the project, or to make up time previously lost to regain the progress schedule requirements or to prevent interruption of the Owner's ongoing operation.

2. Working times other than the normal workday or in addition to the normal work day, must be arranged in advance with the Construction Manager.

3. Trade Contractors who require additional workday hours to regain work time previously lost to meet the requirements of the project schedule shall be assessed for all costs including Construction Manager supervision and other Trade Contractor cost necessary for the performance of their work.

B. Lunch Wagons:

1. Lunch wagons, catered events of other non-construction related functions shall not be permitted on the project site, except by the written permission of the Owner and Construction Manager.

2. No alcoholic beverages or controlled substances shall be allowed on the project at any time.

C. Erosion Control:

1. The Sitework Trade Contractor shall employ all methods required to comply with Local, State, and Federal requirements to control erosion from the project site, including drainage control ditches, sediment basins, straw bale dykes and silt fencing.

D. Excavation Training:

1. Any Trade Contractor performing excavation shall have an OSHA trained person on site during all excavation operations. This person shall evaluate soil types and conditions to determine the required shoring and excavation methods.

E. Material Inventories:

1. Contractors shall coordinate the delivery and storage on the jobsite of all significant materials

2. Each Trade Contractor shall be responsible for the proper location, secure, and weather resistant storage as required of all materials. This includes placement of materials not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to other Trade Contractors.

3. All material inventories must be stored by the Trade Contractor to avoid excessive loads on building structure.

4. When directed by the Construction Manager, a Trade Contractor shall remove or relocate material inventories as required for the progress of the project.

F. Deliveries:

1. All contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.

2. All deliveries addressed to the project in general, the Owner, Architect or Construction Manager, will be refused and returned to shipper.

3. The Owner will not be responsible for receipt, handing, or loss of any materials which are shipped to the Owner in error and received unknowing of relationship to the project.

4. Contractor receiving materials at the jobsite shall be responsible for prevention of any mud or other deposits on public roadways or other areas outside project limit lines, which may result due to methods of material delivery. Trade Contractor shall instruct delivery conveyor to take appropriate measures to prevent depositing mud or other construction deposits outside contract limit lines. Total responsibility of cleanup of mud or other construction deposit outside of contract limit lines will be the responsibility of the Trade Contractor receiving the delivery.

3.06 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended use to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete or, if necessary restore, permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities that constitute temporary facilities are property of the Trade Contractor. The Owner reserves the right to take possession of Project identification signs.

2. The Sitework Trade Contractor shall remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt, and other petrochemical compounds, and other substance which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 SUMMARY

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

B. Implement practices and procedures to meet the Project's environmental performance goals, which include obtaining a LEED® Silver certification based on LEED-Schools v2009 by achieving both of the LEED Materials and Resources points for Construction Waste Management. Ensure that the requirements related to these goals, as defined in this section and throughout the contract documents, are implemented to the fullest extent. Substitutions or other changes to the work proposed by the Contractor or their subcontractors shall not be allowed if such changes compromise LEED Requirements.

C. Section includes administrative and procedural requirements for salvaging, recycling and disposing nonhazardous demolition and construction waste generated during the project.

1.02 RELATED SECTIONS

A. Division One Sections.
1. Section 01 50 00 Temporary Facilities and Controls
2. Section 01 81 13 Sustainable Design Requirements
3. Section 31 20 00 Earthmoving
4. Section 32 90 00 Plantings

1.03 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS

A. Achieve end-of-Project rates approved by GBCI for salvage/recycling of 75 percent, minimum, by weight or volume, of total non-hazardous solid waste generated by the Work.

1.05 SUBMITTALS

A. Construction Waste Management (CWM) Plan: Submit CWM plan within 30 days of date established for Notice to Proceed. The Plan shall include, but not be limited to, the following:
   1. List of Targeted Materials: Develop a list of the waste materials to be targeted for reuse, salvage, recycling, donation or other method of diversion from landfill disposal. Include expected weights of materials. Account for, at minimum, the following materials:
      a. Beverage containers
      b. Cardboard, paper and/or packaging
      c. Carpet and pad
      d. Clean dimensional wood and/or palette wood
      e. Concrete and/or concrete masonry units (CMU)
      f. Drywall
      g. Glass
      h. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.
      i. Paint
      j. Plastics
      k. Rigid foam
      l. Excavated soil and land clearing debris do not contribute to this credit.
   2. Landfill and/or Incinerator Information: Provide the name and location of the landfill(s) and/or incinerator(s) where trash will be disposed.
   3. Recycling or Salvaging Facilities Information: Provide the names and locations of the recycling or salvaging facilities where waste materials will be delivered.
   4. Sorting Method: Provide a description of the proposed means of sorting and transporting the recyclable materials (site-sorted and individually-hauled to designated centers, or commingled and sorted off-site by waste haulers).
      a. Site-sorted waste shall be weighed or measured independently to determine the amount of waste generated by the project alone
      b. Commingled waste shall provide a written description of the sorting process used, and methods for calculating project-specific recycling rates. Visual inspection is not an acceptable method for the purposes of documenting percentage of comingled waste diverted from landfill.
      c. If a recycling facility uses an average annual recycling rate to determine the quantity of material that gets recycled, then the facility's method of recording and calculating the recycling rate is only acceptable if it is regulated by a local or state government authority. A copy of the documents confirming regulation by a local or state government authority, indicating the annual recycling rate for the most recently completed full year, is required with 30 days of the Notice to Proceed.
   5. Packaging Waste: Note whether suppliers will eliminate or take back packaging for major materials delivered to the site.
   6. Contamination Prevention: Include provisions in the CWM Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to rectify non-compliant conditions.
   7. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Owner and Architect.

B. LEED Progress Reports: Concurrent with each Application for Payment, submit monthly waste management spreadsheets showing a summary of the percentage of waste diverted from the landfill or incinerator. Include the following records, as applicable to the project and label them to correspond with the report:
   1. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
   2. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
   3. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
   4. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

C. LEED Online Documentation: Within 30 days of Substantial Completion, complete LEED Online credit form and upload all required documentation. End-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work and applicable record documentation will be required.

D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.06 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced employee of GC/CM, with a record of successful waste management coordination of Projects with similar requirement.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste Management Conference: Conduct conference at Project site. Waste Management Service Company should conduct the meeting and Subcontractors must be present. Issue meeting minutes and copy Owner and Architect. Review methods and procedures related to waste management including, but not limited to, the following:
   1. Review and discuss waste management plan including responsibilities of waste management coordinator.
   2. Review requirements for documenting quantities of each type of waste and its disposition.
   3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
   4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities
   5. Review waste management requirements for each trade.
   6. Review recycling process and facilities involved in that recycling process.

1.07 P2 PRODUCTS (NOT USED)

PART 3 EXECUTION

2.01 CWM PLAN IMPLEMENTATION

A. General: Implement approved CWM plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
   1. Comply with Section 01 50 00 Temporary Facilities and Controls for operation, termination, and removal requirements.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
   1. Distribute waste management plan to everyone concerned within three days of submittal return.
   2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Section 01 50 00 Temporary Facilities and Controls for controlling dust and dirt, environmental protection, and noise control.

2.02 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
   2. Waste coordinator to regularly inspect containers and bins for contamination and remove contaminated materials if found.
   3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
   5. Store components off the ground and protect from the weather.
   6. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

2.03 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving:
   1. Grind asphalt to maximum size required by hauler.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
   1. Pulverize concrete to maximum size required by hauler.
C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
   1. Pulverize masonry to maximum size required by hauler.
   2. Clean and stack undamaged, whole masonry units on wood pallets.
D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
E. Metals: Separate metals by type.
   1. Structural Steel: Stack members according to size, type of member, and length.
   2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
F. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
G. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
H. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
I. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
   1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
K. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
L. Conduit: Reduce conduit to straight lengths and store by type and size.

2.04 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   2. Polystyrene Packaging: Separate and bag materials.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
C. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

2.05 DISPOSAL OF WASTE

A. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Burning: Do not burn waste materials.

D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Warranties.
   3. Final cleaning.

B. See Volume I "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

D. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

E. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

F. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   7. Make final changeover of permanent locks. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction

including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or approved comparable form.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
   q. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 01 77 50

CLOSEOUT REQUIREMENTS

1. The following documents are included in this section:
    A. Trade Contractors Partial Release of Lien (to be submitted with each invoice)
    B. Partial Release of Lien – 2nd tier subcontractors and suppliers (to be submitted by every subcontractor and supplier when the contract is 50% billed)
    C. Trade Contractors Final Release of Lien (to be submitted with final invoice)
    D. Final Release of Lien – 2nd tier subcontractors and suppliers (to be submitted by every subcontractor and supplier prior to or with final invoice)
    E. Affidavit Taxes have been paid. (to be submitted prior to or with final invoice)
    F. Guarantee and Warranty (to be submitted prior to or with final invoice)
    G. AIA Document G706, Contractors Affidavit of Payment of Debts and Claims (to be submitted prior to or with final invoice)
    H. AIA Document G706A, Contractors Affidavit of Release of Liens (to be submitted prior to or with final invoice)
    I. AIA Document G707, Consent of Surety to Final Payment (to be submitted prior to or with final invoice)

(ATTACHMENTS FOLLOW)

TRADE CONTRACTOR'S PARTIAL RELEASE,
WAIVER OF LIEN AND AFFIDAVIT

TO: Brandywine School District
1311 Brandywine Boulevard
Wilmington DE 19809

RE: Brandywine School District Contract No.:
CM: Whiting-Turner Contracting Company
PROJECT: Claymont Elem. School Renovations
CURRENT INVOICE NO.:_____
FOR THE PERIOD ENDING:_____

The undersigned Contractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Owner, Construction Manager, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Contractor has been authorized to proceed with by the Construction Manager, but for which payment has not yet been approved.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices for which Contractor has received payment:

1. Contractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims nor any circumstances that could give rise to any future claims against Owner, Construction Manager, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

Contract Sum to Date	$_____
Total Completed and Stored to Date	$_____
Total Retention to Date	$_____
Total Earned Less Retention	$_____
Less Previous Payments	$_____
Current Payment Due	$_____

BY:_____
(Name of Subcontractor)
BY:_____
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF)
(CITY)(COUNTY)OF)) to wit:

On this _____ day of _____, 20___, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Partial Release, Waiver of lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

_____ My commission expires: _____
Notary Public

PARTIAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS

TO: Brandywine School District *(Owner)* DATE: _____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.

PROJECT: Claymont Elementary School Renovations

CONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the Trade Contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, through the period covered by the current invoice.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, for the periods covered by previous payments, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full through the last date of work covered by the current invoice.

List exceptions, if any:

Last date of work period covered by current Invoice: _____

_____
(Name of Company)

BY: _____ Address: _____
Signature, Duly Authorized Agent of Company

_____

_____
Printed Name and Title

STATE OF)
(CITY)(COUNTY)OF))to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

_____ My commission expires: _____

_____ Notary Public

TRADE CONTRACTOR'S FINAL RELEASE AND AFFIDAVIT

TO: Brandywine School District *(OWNER)*
1311 Brandywine Boulevard
Wilmington, DE 19809

DATE:_____

FROM: _____*(Trade Contractor)*

RE: _____ **DATED:**_____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Company

PROJECT: Claymont Elementary School Renovations

The undersigned Trade Contractor, in consideration of final payment as set forth herein, hereby waives all mechanic's liens and rights to file mechanic's liens and generally releases, and agrees to indemnify and save harmless, the above Owner, the construction manager, their successors and assigns, from all causes of action, suits, debts, contracts, damages, judgments, decrees, claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which Trade Contractor, its subcontractors and suppliers, their successors and assigns and any persons claiming through them or based upon their acts or omissions ever had, now have or hereafter may have against the above Owner, the construction manager, and any real property or improvements of Owner, from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced contract or project.

Trade Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Trade Contractor to others in connection with the Project.

Final Contract Amount	$_____
Less Previous Payments	$_____
Final Payment Due	$_____

I hereby certify, under penalties of perjury, that the information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

_____
Trade Contractor

BY:_____ Address: _____

Signature, Duly Authorized Agent of Trade Contractor

_____

_____
Printed Name and Title

STATE OF)
(CITY)(COUNTY)OF)) to wit:

On this _____ day of _____, 20___, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Final Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

_____ My commission expires: _____
(Notary Public)

FINAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS

OWNER: Brandywine School District DATE: _____

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.

PROJECT: Claymont Elementary School Renovations

CONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, from the beginning of the world to the date of this Waiver and Release.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full.

Final Payment Due: $_____

_____
(Name of Company)

BY: _____ Address: _____
Signature, Duly Authorized Agent of Company

_____

_____
Printed Name and Title

STATE OF)
(CITY)(COUNTY)OF))to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Final Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

_____ My commission expires: _____
(Notary Public)

AFFIDAVIT THAT ALL TAXES HAVE BEEN PAID

RE: Claymont Elementary School Renovations

Date: _____

TO: BRANDYWINE SCHOOL DISTRICT
1311 BRANDYWINE BOULEVARD
WILMINGTON, DE 19809

The undersigned certifies that all federal, state and local taxes (including sales, consumer, use and excise taxes) applicable to the work and services performed and materials and equipment incorporated into the work, in each case pursuant to the contract referred to above, have been paid in full.

SUPPLIER/CONTRACTOR: _____

By: _____

Date: _____ Title: _____

STATE OF)

COUNTY OF)

On this _____ day of _____, ____, before me personally came _____ _____, to me known who, being by me duly sworn, did depose and say that he resides at _____ that he is _____ of _____ the corporation that executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

My Commission Expires: _____

GUARANTEE AND WARRANTY

WHEREAS, _____, hereinafter called the "Guarantor," entered into a contract dated_____, hereinafter called the "Contract," with the Christina School District, hereinafter called the Owner, for the construction of the Claymont Elementary School Renovations (hereinafter referred to as the "Work"), located at 3401 Green Street, Wilmington, DE 19809.

WHEREAS, the Owner has performed, kept, observed and fulfilled each and every one of the obligations, promises, stipulated, terms and conditions on its part, and

WHEREAS, by the terms of the Contract, one of the conditions precedent to the making of final payment is the execution and delivery by the Grantor of this guarantee and warranty; and

WHEREAS, the Guarantor is now desirous of obtaining payment pursuant to the terms of said Contract and as a condition precedent to such payment, furnishes this separate guarantee and warranty for all work and material included in said Contract,

NOW THEREFORE, in consideration of the premises and of the payments made to the Guarantor under said Contract and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors and assigns, that the Guarantor has performed all the work required by said Contract in accordance with the terms thereof including but not limited to satisfactory operation of all equipment by means or acceptance tests, correction of items on punchlists prepared by the Architect, and that all portions of the work completed under the Contract are perfect as to materials and workmanship and will so remain from _____ _____ for a period of one (1) year; and

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace at its own cost and expense all defects in material and workmanship appearing during the period aforesaid and the Guarantor will be responsible for all damage caused to the Owner by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a good workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this guarantee shall in no way be construed to limit in any manner any of the provisions of the Contract or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that his guarantee shall remain binding and irrevocable during the above stated period and that the Guarantor shall not contest the validly of, or in any way attempt to revoke or withdraw from, this guarantee for any cause whatsoever, whatever arising before or after the execution of the Contract or this guarantee.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be signed and executed this _____ day of _____, 20____.

_____
(GUARANTOR)

WITNESS: BY: _____

_____ TITLE: _____

STATE OF)
COUNTY OF)

On this _____ day of _____, 20 ___, before me personally came _____, to me known who, being by me duly sworn, did depose and say that he resides at _____, that he is _____ of _____ _____, the corporation that executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

_____
NOTARY PUBLIC

My Commission Expires: _____

END OF SECTION

DRAFT

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☒ No

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

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

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

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

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA Document G706™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:27:27 on 01/07/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1446003026)

DRAFT

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA Document G706A™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:28:01 on 01/07/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1462458164)

DRAFT

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 14:28:35 on 01/07/2011 under Order No.3527106222_1 which expires on 12/31/2011, and is not for resale.
User Notes: (1850035023)

SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

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

B. Implement practices and procedures to meet the Project's environmental performance goals, which include obtaining a LEED® Silver certification based on LEED-Schools v2009 rating system. Ensure that the requirements related to these goals, as defined in this section and throughout the contract documents, are implemented to the fullest extent.
   1. The aforementioned rating system document, attached as an appendix, states the basic intent, requirements and documentation submittals that are necessary to achieve each prerequisite and credit. Projects earn one or more points toward certification by meeting or exceeding each credit's technical requirements. All prerequisites must be achieved in order to qualify for certification. Points add up to a final score that relates to one of four possible levels of certification. See the LEED Checklist for a summary of credit topics and point values. The LEED Reference Guide-the technical companion to the Rating System and Letter Template-provides further background, explanations and instruction.

C. Substitutions or other changes to the work proposed by the Contractor or their subcontractors shall not be allowed if such changes compromise LEED Requirements.

D. It is the responsibility of the Contractors to bring to the attention of the Architect any conflicts between the sustainable design criteria listed in this section and any additional performance criteria or "acceptable products" listed in other sections of the contract documents (specifications or drawings.) These conflicts shall be brought to the Architect's attention for resolution prior to the purchase or installation of the materials in question. LEED criteria will not be waived unless specifically approved, in writing by the Architect and the LEED Consultant.

E. A copy of the LEED Project checklist is attached at the end of this Section for information only. Assume credits in the "?Y" and "?" column are being pursued.

F. Re:Vision Architecture has been hired to assist the team with the LEED process and make it simpler. They will be able to answer appropriate questions during the bidding and execution of the project. For more information, please visit or call:
   1. Re:Vision Architecture
   2. 133 Grape Street
   3. Philadelphia PA 19127
   4. 215 482 1133 e-fax 208 441 4564
   5. reduce. reuse. recycle. re:vision

1.02 RELATED SECTIONS

A. Divisions 01 through 33 Sections for LEED requirements specific to the work of each of these Sections. Requirements may or may not include reference to LEED.

B. Section 01 74 19 Construction Waste Management

C. Section 01 81 15 Volatile Organic Compound (VOC) Limits for Adhesives, Sealants, Paints & Coatings

D. Section 01 81 19 Construction Indoor Air Quality Requirements

E. Section 01 91 00 General Commissioning Requirements

1.03 REFERENCE STANDARDS

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard, www.ashrae.org <http://www.ashrae.org>.
   1. ASHRAE Standard 90.1-2007, “Energy Standard for Buildings except Low-Rise Residential Buildings”.
   2. ASHRAE Standard 62.1-2007, “Ventilation for Acceptable Indoor Air Quality”.
   3. ASHRAE Standard 55-2004, “Thermal Environmental Conditions for Human Occupancy”.

B. ANSI/ASTM-E779-03, “Standard Test Method for Determining Air Leakage Rate by Fan Pressurization”

C. California Department of Health Service (CDHS), “Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers”

D. California Department of Public Health (CDPH), “Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers”, v1.1-2010. Note that FloorScore certified products are tested to this standard.

E. Carpet and Rug Institute (CRI), www.carpet-rug.com/ <http://www.carpet-rug.com/>
   1. Green Label: Testing/certification program for carpet cushion pad VOC emissions.
   2. Green Label Plus: Testing/certification program for carpet VOC emissions.

F. Forest Stewardship Council (FSC), <https://ic.fsc.org/>.
   1. STD 01-001, “FSC Principles and Criteria for Forest Stewardship.”
   2. STD 40-004 v2-1 “FSC Standard for Chain of Custody Certification”

G. United States Green Building Council (USGBC): Leadership in Energy and Environmental Design (LEED) Green Building Rating System for New Construction and Major Renovations, Version 2009. http://www.usgbc.org/store

1.04 DEFINITIONS

A. Agrifiber Products: A composite panel product derived from recovered agricultural waste fiber from sources including, but not limited to, cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husk and agricultural pruning.

B. Assembly Product: Product formulated from multiple materials (e.g. concrete) or made up of subcomponents (e.g. a workstation).

C. Chain-of-Custody (CoC) Certification: Requirements are determined by the Forest Stewardship Council's (FSC) Standard for Chain of Custody Certification, 40-004 v2-1, to comply with FSC Standard 01-001, "FSC Principles and Criteria for Forest Stewardship." It is awarded to companies, vendors/distributors and fabricators that produce, sell, promote, or trade forest products after audits verify proper accounting of material flows and proper use of the FSC name and logo.
   1. A CoC certificate is not required for vendors/ distributors of any product that is individually labeled with the Forest Stewardship Council logo and manufacturer's chain-of-custody number, as long as it is not altered in any way (e.g. wood blocking is used as blocking, sheathing as sheathing).

2. For assembled products with multiple wood components (e.g. custom millwork, doors, windows, etc), the fabricator must hold a COC certificate.
3. Components identified as FSC Mixed (NN) % are allowed but should be valued at the indicated percentage, for example FSC Mixed 75% should be valued at 75% of the product cost.
4. Assembled wood products having any non-controlled wood components are not compliant, since the entire product must be FSC certified.

D. Composite Wood: A product consisting of wood of plant particles or fibers bonded together by synthetic resin of binder. Composite wood products include, but are not limited to, doors, windows, MDF, OSB and plywood.

E. Hard-Surface Flooring: Products such as vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base.

F. LEED: Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council (USGBC.).

G. Material Costs
1. LEED Total Material Cost: Is the total project construction cost for all products and materials included in the following MasterFormat 2004 specification sections (inclusive of taxes and transportation costs, but exclusive of labor and equipment costs incurred after the material is delivered to the site):
   a. Divisions 3 (Concrete) through Division 10 (Specialties)
   b. Division 12 (Furniture) Optional
   c. Section 31.60.00 (Special Foundations and Load-Bearing Elements)
   d. Section 32.10.00 (Bases, Ballasts, and Paving)
   e. Section 32.30.00 (Site Improvements)
   f. Section 32.90.00 (Planting)
   g. LEED Total Material Cost does not include costs associated with mechanical, plumbing, and electrical components or equipment.
2. Product Material Cost: The cost for a given material (e.g. sheet of drywall), or an assembled product (e.g. casework), including taxes and delivery but excluding any cost for labor and equipment required for installation after the material is delivered to the site.

H. Mineral-Based Finish Flooring Products: Products such as tile, masonry, terrazzo, cut stone without integral organic-based coatings and sealants.

I. Rapidly Renewable Materials: Materials are agricultural products, both fiber and animal, that takes 10 years or less to grow or raise and can be harvested in a sustainable fashion. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

J. Recycled Content: Is the proportion, by mass (weight), of pre-consumer or post-consumer recycled material in a product as defined by ISO 14021.
1. "Post-consumer" material is defined as waste generated by household, commercial, industrial, or institutional end-users, which can no longer be used for its intended purpose. It includes returns of materials from the distribution chain. Examples include construction and demolition debris, materials collected through recycling programs, discarded products (e.g., furniture, decking, concrete, plastic bottles), and landscaping waste (e.g., leaves, grass clippings, tree trimmings).

2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it. Examples include planer shavings, sawdust, bagasse, walnut shells, culls, trimmed materials, over-issue publications, and obsolete inventories.

K. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.
1. Manufacturing Location: Refers to the location where final assembly of all components to produce a building product occurs. For example, the hardware for a pre-assembled truss comes from Dallas, Texas, the lumber from Vancouver, British Columbia, and is assembled in Kent, Washington; then the location of the final assembly is Kent, Washington.
2. Extraction, Harvest or Recovery Location: Refers to the location of raw materials prior to manufacturing of the building material or product that is furnished and installed in the project building. For example, in a concrete mix, consider the location that all raw ingredients: sand, aggregates, fly ash, slag, or Portland cement come from. The extraction point for any recycled material (e.g. steel) is the location of the material prior to the manufacturing of the final product (e.g. recycling facility, scrap yard, depository, stock pile, or any other location for the material prior to the final manufacturing location)

1.05 PERFORMANCE REQUIREMENTS

A. MRc2 Construction Waste Management: At least 75% of total nonhazardous construction or demolition waste is diverted from landfills or incinerator facilities.

B. MRc4 Recycled Content: At least 20% of products purchased and installed for the project contain recycled content, based on LEED total material cost.

C. MRc5 Regional Materials: At least 20% of products purchased and installed for the project are manufactured and raw materials are extracted, harvested or recovered within 500 miles of the project site, based on LEED total material cost.

D. MRc7 Certified Wood: At least 50% of new wood products purchased and installed for the project are certified by FSC, based on LEED total new wood material cost.

E. EQc4.1 Low Emitting Materials - Adhesives and Sealants: 100% of site-applied adhesives and sealants, tracked by this credit, installed in the building interior (inside the weatherproofing system) must comply with the VOC limits established by Section 01 81 14 VOC Limits for Adhesives, Sealants, Paints & Coatings

F. EQc4.2 Low Emitting Materials - Paints and Coatings: 100% of site-applied paints and coatings, tracked by this credit, installed in the building interior (inside the weatherproofing system) must comply with the VOC limits established by Section 01 81 14 VOC Limits for Adhesives, Sealants, Paints & Coatings

G. EQc4.3 Low Emitting Materials - Flooring Systems:
1. 100% of flooring systems installed in the building interior (inside the weatherproofing system) are certified or tested according to one of the following standards, as applicable to product type:
a. CRI Green Label program (Carpet Cushions)
b. CRI Green Label Plus program (Carpets)
c. FloorScore (Hard Surface Flooring)

d. California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."
e. California Department of Public Health (CDPH) Standard Method V1.1-2010 using test results obtained at the 14 day time point

2. 100% of site-applied adhesives, sealants, paints and coatings associated with flooring systems installed in the building interior (inside the weatherproofing system) must comply with the VOC limits established by Section 01 81 14 VOC Limits for Adhesives, Sealants, Paints & Coatings.

H. EQc4.4 Low Emitting Materials - Composite Wood and Agrifiber Products: 100% of all composite wood or agrifiber products and associated laminates installed in the building interior (inside the weatherproofing system) shall not contain added urea-formaldehyde resins.

I. EQc4.6 Low Emitting Materials - Ceiling and Wall Systems:
1. All gypsum board, insulation, acoustical ceiling systems, and wall coverings installed in the building interior (inside the weatherproofing system) meet the testing requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda (commonly referred to as compliance with CDPH Standard Method, or compliant with Section 01350).

1.06 SUBMITTALS

A. General:
1. Submit LEED documentation as needed for submittals required by other Specification Sections, as requested by the LEED consultant during the process or by GBCI as part of the third party review.
2. In some cases, required LEED documentation is the same as standard submittals, for example, product data and MSDS documents will often contain LEED information like VOC content and testing standards. You can simply highlight this information on the submittal and make a note of it with your submittal package you need not duplicate the submittal and issue it separately as a LEED submittal.
3. For every product, submit a LEED Environmental Reporting form. A blank form is provided at the end of this specification section.

B. SSp1 Construction Activity Pollution Prevention [Prerequisite]
1. Erosion and Sedimentation Control [ESC] plan conforming to the 2003 EPA Construction General Permit OR local standards and codes, whichever is more stringent. While the permit only applies to construction sites greater than 1 acre, the requirements are applied to all projects for the purposes of this prerequisite.
2. Final LEED Report containing at minimum monthly progress reports from 3 different times during the construction period (beginning, middle and end); refer to Part 1 Section V: LEED Progress Reports. OR
3. At minimum 3 inspection reports from local conservation district. Reports should be from 3 different periods over the course of construction (beginning, middle and end).
4. For all deficiencies noted over the course of construction, provide a log or description of corrective action performed, regardless of option pursued; photographs or inspection reports.

C. SSc7.2 Heat Island Effect - Roof

1. Product cut sheets or other technical documentation from the product manufacturer, indicating SRI value of roofing products.

D. WEp1 Water Use Reduction - 20%
   1. Product cut sheets for all flush and flow fixtures indicating manufacturer, model, and flow rate.

E. MRc2 Construction Waste Management
   1. Provide submittals per Section 01 74 19 Construction Waste Management and Disposal.

F. MRc4 Recycled Content
   1. Completed BDC Material and Resources Calculator <http://www.usgbc.org/resources/bdc-material-and-resource-calculator>, with LEED total construction cost provided. (http://www.usgbc.org/resources/bdc-material-and-resource-calculator)
   2. Completed Environmental Reporting Form for all products containing recycled content. List each product (or components) material cost, pre-consumer recycled content, and post-consumer recycled content.
   3. Product data sheet, MSDS, certificate or letter from product manufacturers indicating percentages by weight of post-consumer and pre-consumer recycled content.
      a. NOTE: LEED product data submittals will be required until the aggregate recycled content value as a function of total material cost per the BDC Material and Resources calculator is equal to or greater than 35%. Refer to individual specification sections for product specific requirements.

G. MRc5 Regional Materials:
   1. Completed BDC Material and Resources Calculator <http://www.usgbc.org/resources/bdc-material-and-resource-calculator>, with LEED total construction cost provided. (http://www.usgbc.org/resources/bdc-material-and-resource-calculator)
   2. Completed Environmental Reporting Form for all products regionally sourced. List each product's (or component's) material cost, manufacturing location and distance from the project, as well as, the point of extraction, harvest, or recovery for raw materials and distance from the project. Locations can be identified by zip code or city and state, while distance should be provided in miles from the project site, as the crow flies.
   3. Product data sheet or letter from product manufacturers indicating location and distance from Project for final product manufacturing and point of extraction, harvest, or recovery for each raw material.
      a. LEED product data submittals will be required until the aggregate regional material value as a function of total material cost per the BDC Material and Resources calculator is equal to or greater than 35%. Refer to individual specification sections for product specific requirements.

H. MRc7 Certified Wood:
   1. Completed BDC Material and Resources Calculator <http://www.usgbc.org/resources/bdc-material-and-resource-calculator>, with LEED total construction cost provided. (http://www.usgbc.org/resources/bdc-material-and-resource-calculator)
   2. Completed Environmental Reporting Form for all new wood products. List each product's (or component's) material cost, percent of new wood content and the percent of new wood that is FSC certified.
   3. A copy of each vendor's Chain of Custody Certificate.

a. A CoC certificate is required from vendors who are providing FSC certified wood products manufactured with FSC certified wood. Vendors are defined as those companies that sell products to the project contractor or subcontractors. The FSC certified wood products can either arrive to the site manufactured (e.g. pre-manufactured wood doors) or can be manufactured on-site (e.g. custom wood cabinetry). This CoC certificate will validate that the entire assembly does not contain any conventional wood.
b. CoC certificate will not be required for subcontractors or contractors who are installing FSC-certified products in the project building or on-site, as long as, the product's packaging or form is not modified, except as required for installation. Contractors and sub-contractors will be careful not mix or contaminate the FSC-certified material with non-FSC-certified material.

4. Shop Drawings for custom millwork shall include reference to the millwork fabricators CoC certificate number.
5. Invoices from each wood vendor identifying:
   a. Vendor's Chain of Custody certificate number
   b. Each wood product purchased for the project, on a line-item basis, with FSC wood products clearly highlighted. Differentiate between FSC Pure, FSC Mixed Credit, or FSC Mixed (NN)%.
   c. Exceptions: In some rare instances, it may not be practical for a vendor to invoice wood products on a line item basis because the invoice would be too long. In such cases, the invoice should indicate the aggregate value of wood products sold and comply the following requirements:
      1) Identify the vendor's CoC certificate number
      2) Provide a supplementary letter from the vendor stating that the products invoiced are FSC certified and identify type of FSC products provided: FSC Pure, FSC Mixed Credit, or FSC Mixed (NN)%.
   d. Note: Invoices will be required until the aggregate certified wood value as a function of total new wood cost per the BDC Material and Resources calculator is equal to or greater than 50%. Refer to individual specification sections for product specific requirements.

I. EQc3.1 Construction IAQ Management Plan - During Construction:
   1. Provide submittals per Section 01 81 19 Indoor Air Quality Requirements.

J. EQc3.2 Construction IAQ Management Plan - Before Occupancy

K. EQc4.1 Low Emitting Materials - Adhesives and Sealants:
   1. Completed Environmental Reporting Form indicating each adhesive and sealant's actual VOC content per the applicable standard, based on product type.
   2. Product data sheets, MSDS, certificates or letter from product manufacturer highlighting actual VOC content in g/L, calculated per the applicable standard, for all adhesives and sealants.
   3. Laboratory test reports indicating that adhesives and sealants used in the project meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."

L. EQc4.2 Low Emitting Materials - Paints and Coatings:

1. Completed Environmental Reporting Form indicating each paints and coatings actual VOC content, based on product type.
2. Product data sheets, MSDS, certificates or letter from product manufacturer highlighting actual VOC content in g/L, calculated per the applicable standard, for all paints and coatings.
3. Laboratory test reports indicating that paints and coatings installed in the building meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."

M. EQc4.3 Low Emitting Materials - Flooring Systems:
1. Completed Environmental Reporting Form indicating each flooring products and associated adhesives, sealants, paints and coatings actual VOC content and the applicable standard, based on product type.
2. Certificates from product manufacturer or testing agency for flooring products indicating that they comply with the applicable standards.
3. Product data sheets, MSDS, certificates or letter from product manufacturer highlighting actual VOC content in g/L, calculated per applicable standards based on product type, for all project adhesives, sealants, paints and coatings.
4. Laboratory test reports indicating that all flooring systems and associated adhesives, grouts, sealants, finishes and sealers installed in the building meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."
   a. Test reports are not required for mineral-based finish flooring products such as tile, masonry, terrazzo, and cut stone WITHOUT integral organic-based coatings and sealants and unfinished/untreated solid wood flooring. However, any site-applied adhesives, grouts, finishes and sealers must be compliant for a mineral-based or unfinished/untreated solid wood flooring system to qualify for credit.

N. EQc4.4 Low Emitting Materials - Composite Wood and Agrifiber Products:
1. Completed Environmental Reporting Form for all composite wood and agrifiber products and laminating adhesives confirming compliance with the requirement for no added urea-formaldehyde resins.
2. Product data sheets, MSDS, certificates or letter from product manufacture highlighting that the composite wood or agrifiber product and/or associated laminating adhesive do not contain urea-formaldehyde resin.
3. Laboratory test reports indicating that all composite wood or agrifiber products and laminating adhesives installed in the building meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."

O. Indoor Environmental Air Quality Credit 4.5 [EQc4.5] Low Emitting Materials - Furnishings and Furniture Systems:
1. Product data for classroom furniture indicating they meet either:
   a. The emissions requirements of the GREENGUARD Children and Schools standard, with testing conducted in an independent third-party air quality testing laboratory.
   b. Required calculated indoor air concentrations established for classroom furniture and seating when determined by a procedure based on ANSI/BIFMA M7.1 - 2007 and

ANSI/BIFMA X7.1-2007 testing protocol, when modeled using the classroom scenario of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda, with testing conducted in an independent third-party air quality testing laboratory.

P. Indoor Environmental Air Quality Credit 4.6 [EQc4.6] Low Emitting Materials - Ceiling and Wall Systems:
   1. Laboratory test reports for all gypsum board, insulation, acoustical ceiling systems and wall coverings installed in the interior of the building that show conformance with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 addenda."

Q. LEED ACTION PLAN: Develop and submit an execution plan, referred to as the LEED Action Plan, within 30 days of Notice to Proceed. The plan should include a synopsis of the intent and requirements, as well as, the contractor's procedures and parties responsible to successfully document and achieve each applicable LEED prerequisite and credit. The following credits and prerequisite are the contractors responsibility, in part or in whole, and should be included in the LEED Action Plan:
   1. SSp1 Construction Activity Pollution Prevention Plan
      a. Erosion and Sedimentation Control [ESC] plan conforming to the 2003 EPA CGP.
      b. Blank templates that will be used to generate photographic inspection reports. Provide space for date photograph was taken, name of individual performing the inspection, location of photograph, and description of ESC management strategy implemented.
      c. Blank templates that will be used to generate inspections report.
      d. EAp1 Fundamental Commissioning and EAc3 Enhanced Commissioning:
         1) Project schedule, showing coordination for commissioning activities based on commissioning report; see Section 01 91 00 Commissioning Requirements.
      e. MRc2 Construction Waste Management Plan
         1) Construction Waste Management Plan complying with Section 01 74 19 Construction Waste Management and Disposal.
         2) Blank waste tracking spreadsheet identifying the anticipated waste types to be diverted from the landfill.
      f. MRc3 through MRc7
         1) Provide the project's LEED total construction cost in Tab A of the BDC Materials and Resources Calculator. This value should exclude all costs associated with labor, equipment, earthwork and mechanical, plumbing or electrical trades; see 1.6 Definitions above.
      g. MRc4 Recycled Content
         1) List in the BDC Materials and Resources Calculator, by CSI section, all products and material types anticipated to contain recycled content per project drawings and specification. Provide estimated costs for each product or material type.
      h. MRc5 Regional Materials
         1) List in the BDC Materials and Resources Calculator, by CSI section, all products and material types anticipated to be regionally sourced per project

drawings and specification. Provide estimated costs for each product or material type.

i. MRc7 Certified Wood
   1) List in the BDC Materials and Resources Calculator, by CSI section, all new wood product types including FSC certified products, per project drawings and specification. Provide estimated costs for all new wood products and FSC certified wood products.

j. EQc3.1 Construction IAQ Management - During Construction &
   1) IAQ Management Plan per Section 01 81 19 Indoor Air Quality Requirements.
   2) Blank templates that will be used to generate photographic inspection reports. Provide space for date photograph was taken, name of individual performing the inspection, location of photograph, and description of IAQ management strategy implemented.
   3) Blank log that will be used to document identified deficiencies, date of identification, corresponding corrective action, and date of corrective action.
   4) Blank log that will be used to document temporary filter installation, filter inspection during use and final permanent filter replacement prior to occupancy.

k. EQc3.2 Construction IAQ Management - Prior to Occupancy
   1) IAQ Management Plan per Section 01 81 19 Indoor Air Quality Management.
   2) Flushout: Project schedule incorporating duration for full or partial flushout.
   3) Air Testing: Project schedule incorporating initial air testing date, as well as, a plan showing quantity and location of tests.

l. EQc4.1 Low Emitting Materials - Adhesives and Sealants & EQc4.2 Low Emitting Materials - Paints and Coatings
   1) Project specific list of adhesive, sealant, paint and coating types (i.e. acoustical sealant, drywall adhesive, PVC pipe primer/solvent or solvent welding, flat paint, concrete sealer, etc) anticipated for site-application in the building interior (within the weatherproofing system), with corresponding allowable VOC content per Section 01 81 14 VOC Limits for Adhesives, Sealants, Paints & Coatings.

m. EQc4.3 Low Emitting Materials - Flooring Systems
   1) Project specific list of anticipated flooring systems and types (i.e. ceramic tile, carpet type 1, carpet type 2, VCT, linoleum, etc) with applicable standard.
   2) Project specific list of adhesives, sealants, paints and coatings TYPES (i.e. concrete sealer, VCT adhesive, ceramic tile glue or grout, etc) anticipated for site-application TO INSTALL FLOORING SYSTEMS in the building interior (within the weatherproofing system), with corresponding allowable VOC content per Section 01 81 14 VOC Limits for Adhesives, Sealants, Paints & Coatings

n. EQc4.4 Low Emitting Materials - Composite Wood and Agrifiber
   1) Project specific list of anticipated composite wood and agrifiber products.

R. LEED Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED Action Plan for the following:
   1. SSp1 Construction Activity Pollution Prevention Plan
      a. A monthly ESC report containing at minimum, 6 date-stamped photographs with a description of each ESC strategy implemented, such as dust control or temporary mulching or seeding and identification of photograph location. Photographs of

deficiencies and related corrective action should also be included along with a brief description. OR

b. A monthly report containing inspection reports from local conservation district along with a log of deficiencies with descriptions of corrective action clearly noted.

2. MRc2 Construction Waste Management
   a. As required per 01 74 19 Construction Waste Management and Disposal.
3. MRc3 through MRc7
   a. Updated BDC Materials and Resources Calculator including actual material costs, product manufacturer, product model/name, and sustainability criteria values (% recycled content, % regional material, % rapidly renewable material, %certified wood); to reflect purchases to date.
4. EQc4.1 thru EQc4.6 Low Emitting Materials
   a. Updated Low Emitting Material lists provided in LEED Action Plan for each credit to include actual VOC content, product manufacturer, product model/name, and confirm applicable standards; to reflect purchases to date.
5. EQc3.1 Construction IAQ Management - During Construction
   a. As required per 01 81 19 Indoor Air Quality Requirements.

S. LEED Online Documentation: Within 30 days of Substantial Completion complete LEED Online credit forms for each credit and prerequisite identified as the contractors responsibility in the attached checklist and upload all required documentation.

1.07 QUALITY ASSURANCE

A. LEED Coordinator: The Construction Manager is responsible for engaging an experienced, currently credentialed with the appropriate specialty, LEED-Accredited Professional on staff to coordinate LEED requirements and attend LEED specific meetings and calls. LEED coordinator may also serve as ESC, waste management, or IAQ management coordinator and serve other project specific functions.

1.08 PROJECT CONDITIONS

A. No smoking will be permitted within 100 feet of the building, with no exceptions. Twenty dollars per violation will be held from Contractor’s, subcontractors, Architects or other Design Professionals contract who violate this condition. The money held will be donated to the local Green Building Council at the end of the project.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Provide products and procedures necessary to obtain LEED credits required in this Section. Although other Sections may specify some requirements that contribute to LEED credits, the Contractor shall determine additional materials and procedures necessary to obtain LEED credits indicated.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. Respond to questions and requests from Architect and the USGBC regarding LEED credits that are the responsibility of the Contractor, that depend on product selection or product qualities, or that depend on Contractor's procedures until the USGBC has made its determination on the project's LEED certification application. Document responses as informational submittals.

B. Contractor shall be responsible for utilizing LEED Online to complete LEED forms for credits for which they are responsible. These could include the following: MRc2, MRc3, MRc4, MRc5, MRc7, IEQc3.1-3.2, and IEQc4.1-4.6. Contractor shall review all LEED online forms prior to the start of construction to review their responsibilities during construction. Among other responsibilities, the Contractor will need to contribute material cost information to MRc3-7.

3.02 REFRIGERANT AND CLEAN-AGENT FIRE-EXTINGUISHING-AGENT REMOVAL

A. Prerequisite EA 3: Remove CFC-based refrigerants from existing HVAC&R equipment indicated to remain and replace with refrigerants that are not CFC based. Replace or adjust existing equipment to accommodate new refrigerant as described in HVAC Sections.

B. Credit EA 4: Remove clean-agent fire-extinguishing agents that contain HCFCs or halons and replace with agent that does not contain HCFCs or halons. See Section 212200 "Clean-Agent Fire-Extinguishing Systems" for additional requirements.

3.03 CONSTRUCTION WASTE MANAGEMENT

A. MRc2: Comply with Section 01 74 19 "Construction Waste Management and Disposal."

3.04 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

A. EQc3.1 and EQc3.2: Comply with Section 01 81 19 "Indoor Air Quality Management."

LEED SCORECARD SUMMARY
LEED for Schools v2009

Re:Vision

7/24/2018

Y	Y?	?	N	TOTAL	110 Pts	D/C	EP	RP
66	8	17	19					

Y	Y?	?	N	SUSTAINABLE SITES	24 Pts	D/C	EP	RP
16		5	3					
Required				SSp1: Construction Activity Pollution Prevention		C		
Required				SSp2: Environmental Site Assessment		D		
1				SSc1: Site Selection	1	D		
4				SSc2: Development Density and Community Connectivity	4	D		
1				SSc3: Brownfield Redevelopment	1	D		
4				SSc4.1: Alt. Trans - Public Transit Access	4	D		
		1		SSc4.2: Alt. Trans - Bicycle Storage & Changing Room	1	D		
2				SSc4.3: Alt. Trans - Low Emitting & Fuel Efficient Vehicles	2	D		
2				SSc4.4: Alt. Trans - Parking Capacity	2	D		
			1	SSc5.1: Site Development - Protect & Restore Habitat	1	C		
		1		SSc5.2: Site Development - Maximize Open Space	1	D		
		1		SSc6.1: Stormwater Design - Quantity Control	1	D		
			1	SSc6.2: Stormwater Design - Quality Control	1	D		
			1	SSc7.1: Heat Island Effect - Nonroof	1	C		
1				SSc7.2: Heat Island Effect - Roof	1	D		
		1		SSc8: Light Pollution Reduction	1	D		
		1		SSc9: Site Master Plan	1	D		
1				SSc10: Joint Use of Facilities	1	D		

Y	Y?	?	N	WATER EFFICIENCY	11 Pts	D/C	EP	RP
7	1	3						
Required				WEp1: Water Use Reduction - 20%		D		
4				WEc1: Water Efficient Landscaping	4	D		
		2		WEc2: Innovative Waste Water Technology	2	D		
2	1	1		WEc3: Water Use Reduction	4	D		
1				WEc4: Process Water Use Reduction	1	D		

Y	Y?	?	N	ENERGY AND ATMOSPHERE	33 Pts	D/C	EP	RP
14	4	5	10					
Required				EAp1: Fundamental Commissioning & Verification		C		
Required				EAp2: Minimum Energy Performance		D		
Required				EAp3: Fundamental Refrigeration Management		D		
9	4	3	3	EAc1: Optimize Energy Performance	19	D		
		1	6	EAc2: On-Site Renewable Energy	7	D		
2				EAc3: Enhanced Commissioning	2	C		
		1		EAc4: Enhanced Refrigeration Management	1	D		
1			1	EAc5: Measurement and Verification	2	C		
2				EAc6: Green Power	2	C		

Y	Y?	?	N	REGIONAL PRIORITY	4 Pts	D/C
3	1					
1				EAc1: Optimize Energy Performance (min 8%)	1	D
1				MRc1.1: Maintain Existing Walls, Floors and Roofs (min 75%)	1	C
1				SSc3: Brownfield Redevelopment	1	D
			1	SSc5.1: Site Development - Protect & Restore Habitat	1	C
	1			SSc5.2: Site Development - Maximize Open Space	1	D
			1	SSc6.2: Stormwater Design - Quality Control	1	D

Y	Y?	?	N	MATERIALS AND RESOURCES	13 Pts	D/C	EP	RP
7	2	1	3					
Required				MRp1: Storage and Collection of Recyclables		D		
2				MRc1.1: Maintain Existing Walls, Floors and Roofs	2	C		
		1		MRc1.2: Maintain Existing Interior Non-Structural Elements	1	C		
2				MRc2: Construction Waste Management	2	C		
			2	MRc3: Material Reuse	2	C		
1	1			MRc4: Recycled Material	2	C		
1	1			MRc5: Regional Materials	2	C		
			1	MRc6: Rapidly Renewable Materials	1	C		
1				MRc7: Certified Wood	1	C		

Y	Y?	?	N	INDOOR ENVIRONMENTAL QUALITY	19 Pts	D/C	EP	RP
13		3	3					
Required				EQp1: Minimum Indoor Air Quality Performance		D		
Required				EQp2: Environmental Tobacco Smoke Control		D		
Required				EQp3: Minimum Acoustical Performance		C		
1				EQc1: Outdoor Air Delivery Monitoring	1	D		
			1	EQc2: Increased Ventilation	1	D		
1				EQc3.1: Construction IAQ Management Plan - During Construction	1	C		
1				EQc3.2: Construction IAQ Management Plan - Before Occupancy	1	C		
1				EQc4.1: Low-Emitting Materials - Adhesives and Sealants	1	C		
1				EQc4.2: Low-Emitting Materials - Paints and Coatings	1	C		
		1		EQc4.3: Low-Emitting Materials - Flooring Systems	1	C		
1				EQc4.4: Low-Emitting Materials - Composite Wood & Agrifiber	1	C		
1				EQc4.5: Low-Emitting Materials - Furniture and Furnishings	1	C		
		1		EQc4.6: Ceiling and Wall Systems	1	C		
1				EQc5: Indoor Chemical & Pollutant Source Control	1	D		
1				EQc6.1: Controllability of Systems - Lighting	1	D		
1				EQc6.2: Controllability of Systems - Thermal Comfort	1	D		
1				EQc7.1: Thermal Comfort - Design	1	D		
1				EQc7.2: Thermal Comfort - Verification	1	D		
		2	1	EQc8.1: Daylight & Views - Daylight	3	D		
1				EQc8.2: Daylight & Views - Views	1	D		
			1	EQc9: Enhanced Acoustical Performance	1	C		
		1		EQc10: Mold Prevention	1	C		

Y	Y?	?	N	INNOVATION IN DESIGN	6 Pts	D/C
6						
1				IDc1.1: IPM	1	D
				IDc1.2: District commitment to green	1	C
				IDc1.3: SS Pilot Credit 82: Local Food Production	1	C
				IDc1.4: local and whole foods in cafeteria	1	C
1				IDc1.5: Demand response program	1	D
1				IDc1.6: Green Cleaning	1	C
1				IDc1.7: Green power EP	1	C
1				IDc1.8: Low Mercury Lighting	1	C
				IDc1.9: WELL credit	1	C
				IDc1.10: TBD	1	C
1				IDc2: LEED® Accredited Professional	1	C
	1			IDc3: The School as a Teaching Tool	1	D

Please note, most projects loose 2-4 points during the review process.

©Re:Vision Architecture,

Re:Vision
GREEN ARCHITECTURE
SUSTAINABILITY CONSULTING
COMMUNITY ENGAGEMENT

LEED Environmental Reporting Form

Project Name_____

Date_____

This project is pursuing Leadership in Energy and Environmental Design (LEED) Certification for LEED for New Construction, version 2009. This form is to be completed by a Corporate Officer of the Product Manufacturer, the Subcontractor, and the Contractor before the regular product submittal can be reviewed. See attached Allowable VOC Limits Spreadsheet for additional information.

SUBMITTING COMPANY INFORMATION

Company: _____ Supplier: _____

Address: _____ Manufacturer: _____

Contact Name: _____ Email: _____ Phone: _____ Fax: _____

The general contractor named below hereby attest that the attached information has been reviewed and is the most complete and valid information available. We submit this for review.

General Contractor Name/Signature: _____ Date: _____

PRODUCT/COMPONENT	MANUFACTURER	MATERIAL COST	SUSTAINABILITY CRITERIA						
			MRc4 Recycled Content		MRc5 Regional Material			EQc4 Low Emitting Materials	
			% Post-Consumer	% Pre-Consumer	% Regional Material	Extraction* ZIP/Distance	Manuf. ZIP/Distance	Allowable VOC g/L	Actual VOC g/L
			MRc6	MRc7 Certified Wood				No Added Urea-Formaldehyde [Y/N]	Applicable Standard
			% Rapidly Renewable	% New Wood	FSC Wood [Y/N]	COC Cert #			
			MRc4 Recycled Content		MRc5 Regional Material			EQc4 Low Emitting Materials	
			% Post-Consumer	% Pre-Consumer	% Regional Material	Extraction* ZIP/Distance	Manuf. ZIP/Distance	Allowable VOC g/L	Actual VOC g/L
			MRc6	MRc7 Certified Wood				No Added Urea-Formaldehyde [Y/N]	Applicable Standard
			% Rapidly Renewable	% New Wood	FSC Wood [Y/N]	COC Cert #			

© 2014 Re:Vision Architecture, All rights reserved.
133 Grape Street Philadelphia, PA 19127 TEL 215.482.1133 FAX 208.441.4564 Info@ReVisionArch.com

PRODUCT/COMPONENT	MANUFACTURER	MATERIAL COST	SUSTAINABILITY CRITERIA						
			MRc4 Recycled Content		MRc5 Regional Material			EQc4 Low Emitting Materials	
			% Post-Consumer	% Pre-Consumer	% Regional Material	Extraction* ZIP/Distance	Manuf. ZIP/Distance	Allowable VOC g/L	Actual VOC g/L
			MRc6	MRc7 Certified Wood				No Added Urea-Formaldehyde [Y/N]	Applicable Standard
			% Rapidly Renewable	% New Wood	FSC Wood [Y/N]	COC Cert #			

Is supporting product data or a letter from the manufacturer stating each product/component's sustainability criteria attached? Yes? _____

DEFINITIONS / ABBREVIATIONS

Applicable Standards

EQc4.1	EQc4.2	EQc4.3	
Green Seal GS-36	Green Seal GS-03	CRI Green Label Plus	CA Dept of Public Health
SCAQMD Rule 1168	Green Seal GS-11	CRI Green Label	FloorScore
	SCAQMD Rule 1133	CA Dept of Health	

Chain-of-Custody (CoC): The path taken by raw materials, processed materials, and products from the forest to the consumer, including all successive stages of processing, transformation, manufacturing and distribution.

Chain-of-Custody (CoC) certification: CoC certification requirements are determined by the Forest Stewardship Council's (FSC) Chain of Custody Standard 40-004 v2-1.It is awarded to companies, vendors/distributors and fabricators that produce, sell, promote, or trade forest products after audits verify proper accounting of material flows and proper use of the FSC name and logo. A CoC certificate is not required for vendors/ distributors of any product that is individually labeled with the Forest Stewardship Council logo and manufacturer's chain-of-custody number, as long as it is not altered in any way (e.g. wood blocking is used as blocking, sheathing as sheathing). For assembled products with multiple wood components (e.g. custom millwork, doors, windows, etc), the fabricator must hold a COC certificate. Components identified as FSC Mixed (NN) % are allowed but should be valued at the indicated percentage, for example FSC Mixed 75% should be valued at 75% of the product cost. Assembled wood products having any non-controlled wood components are not compliant, since the entire product must be FSC certified.

CRI: Carpet and Rug Institute

***Extraction, harvest or recovery point** : Refers to the location of raw materials prior to manufacturing of the building material or product that is furnished and installed in the project building. For example, where do the raw ingredients; sand, aggregates, fly ash/slag/ Portland cement for a concrete mix come from? They should all be extracted, harvested or recovered from within 500 miles of the LEED project site. The extraction point for any recycled material (e.g. steel) is the location of the material prior to the manufacturing of the final product (e.g. recycling facility, scrap yard, depository, stock pile, or any other location for the material prior to the final manufacturing location).

Manufacturing location: Refers to the location where final assembly of all components occurs to produce the building product that is furnished and installed by the tradesmen. For example, if the hardware comes from Dallas, Texas, the lumber from Vancouver, British Columbia, and the joist is assembled in Kent, Washington; then the location of the final assembly is Kent, Washington.

Preconsumer recycled content (also known as, postindustrial content): The percentage of material in a product that is recycled from manufacturing waste. Examples include planer shavings, sawdust, bagasse, walnut shells, culls, trimmed materials, over-issue publications, and obsolete inventories. Excluded are rework, regrind, or scrap materials capable of being reclaimed within the same process that generated them. (ISO 14021)

Postconsumer recycled content: The percentage of material in a product that was consumer waste generated by household, commercial, industrial, or institutional end-users and can no longer be used for its intended purpose. It includes returns of materials from the distribution chain. Examples include construction and demolition debris, materials collected through recycling programs, discarded products (e.g., furniture, cabinetry, decking), and landscaping waste (e.g., leaves, grass clippings, tree trimmings). (ISO 14021)

Rapidly Renewable Materials: Are agricultural products, both fiber and animal, that take 10 years or less to grow or raise and can be harvested in a sustainable fashion. Examples include: linoleum, form-release agents made from plant oils, natural paints, geotextile fabrics from coir and jute, cork, and textiles such as organic cotton, wool, poplar OSB and sisal.

Recycled content: Is the proportion, by mass, of preconsumer or postconsumer recycled material in a product. (ISO 14021)

Total product material cost: The cost for a given material (e.g. sheet of drywall), or an assembled product (e.g. casework), including taxes and delivery but excluding any cost for labor and equipment required for installation after the material is delivered to the site. This value must be provide by the contractor/sub-contractor.

© 2014 Re:Vision Architecture, All rights reserved.
133 Grape Street Philadelphia, PA 19127 TEL 215.482.1133 FAX 208.441.4564 Info@ReVisionArch.com

END OF SECTION

SECTION 01 81 14
VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS & COATINGS

PART 1 - GENERAL

1.01 SUMMARY

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

B. Implement practices and procedures to meet the Project's environmental performance goals, which include obtaining the LEED Indoor Environmental Quality points for Low Emitting Materials. Ensure that the requirements related to these goals, as defined in this section and throughout the contract documents, are implemented to the fullest extent.

C. Substitutions or other changes to the work proposed by the Contractor or their subcontractors shall not be allowed if such changes compromise LEED requirements.

1.02 RELATED SECTIONS

A. Divisions 03 through 33 Sections for LEED requirements specific to the work of each of these Sections. Requirements may or may not include reference to LEED.

B. Section 01 81 13 Sustainable Design Requirements

C. Section 01 81 19 Construction Indoor Air Quality Requirements

D. Section 07 92 00 Joint Sealants

E. Section 09 90 00 Painting

1.03 REFERENCE STANDARDS

A. General: Comply with the applicable provisions of the referenced standards except as modified by governing codes and the Contract Documents. Where a recommendation or suggestion occurs in the referenced standards, such recommendation or suggestion shall be considered mandatory. In the event of conflict between referenced standards, this specification or within themselves, the more stringent standard or requirement shall govern.

1. California Department of Health Service (CDHS), "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers"
2. California Department of Public Health (CDPH), "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers", v1.1-2010. Note that FloorScore certified products are tested to this standard.
3. Green Seal, www.greenseal.org/ <http://www.greenseal.org/>.
   a. GS-03, "Standard for Anti-Corrosive Paints", 2nd Edition, January 7, 1997.
   b. GS-11, "Standard for Architectural Coating", 1st Edition, May 20, 1993.
   c. GS-36, "Standard for Commercial Adhesives", effective date of October 19, 2000.
4. South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov/ <http://www.aqmd.gov/>
   a. Rule 1168, "Adhesive and Sealant Applications", amended January 7, 2005 with an effective date of July 1, 2005.
   b. Rule 1113, "Architectural Coatings", effective date of January 1, 2004.

1.04 DEFINITIONS

A. Volatile Organic Compounds (VOCs): Any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. Compounds that have negligible photochemical reactivity, listed in EPA 40 CFR 51.100(s), are also excluded from this regulatory definition.

1.05 DELIVERY AND STORAGE

A. Do not store adhesives, sealants, paints, and other Architectural coatings with materials that have a high capacity to absorb VOC emissions (i.e., materials which are woven, fibrous or porous in nature, such as acoustical ceilings, textiles, etc.).

B. Do not store open containers of any adhesives, sealants, paints, or other coatings. Close and seal after each use.

1.06 PERFORMANCE REQUIREMENTS

A. EQc4.1 Low Emitting Materials - Adhesives and Sealants

1. Architectural Adhesives

a. Ceramic Tile Adhesive

65

SCAQMD 1168

1) Adhesive used for the installation of ceramic tile products.

b. Cove Base Adhesive

50

SCAQMD 1168

1) Adhesive used during the installation of cove base (or wall base), which is generally made of vinyl or rubber, on a wall or vertical surface at floor level.

c. Drywall and Panel Adhesive

50 SCAQMD 1168

1) Adhesive used during the installation of gypsum dry wall to studs or solid surfaces.

d. Multipurpose Construction Adhesive

70 SCAQMD 1168

1) Adhesive to be used for the installation or repair of various construction materials, including but not limited to: drywall, subfloor, panel, fiberglass reinforced plastic (FRP), ceiling tile, and acoustical tile.

e. Structural Glazing Adhesives

100 SCAQMD 1168

1) Adhesive to be used to adhere glass, ceramic, metal, stone, or composite panels to exterior building frames.

2. Flooring Adhesives

a. Carpet pad adhesive

50

SCAQMD 1168

1) Adhesive used for the installation of a carpet pad (or cushion) beneath a carpet.

b. Indoor carpet adhesive

50

SCAQMD 1168

1) Adhesive used during the installation of a carpet that is in an enclosure and is not exposed to ambient weather conditions during normal use.

c. Rubber floor adhesive

60

SCAQMD 1168

1) Adhesive that is used for the installation of flooring material in which both the back and the top surface are made of synthetic rubber, and which may be in sheet or tile form.

d. Subfloor adhesive

50

SCAQMD 1168

1) Adhesive used for the installation of subflooring material over floor joists.

e. VCT and asphalt tile adhesive

50 SCAQMD 1168

1) Vinyl composition tile and is a material made from thermoplastic resins, fillers and pigments.

f. Wood flooring adhesive

100

SCAQMD 1168

1) Adhesive used to install a wood floor surface, which may be in the form of parquet tiles, wood planks, or strip-wood.

3. Specialty Adhesives

a. ABS welding

325

SCAQMD 1168

1) ABS plastic is made by reacting monomers of acrylonitrile, butadiene, and styrene and is normally identified with an ABS marking.

b. Adhesive primer for plastic

550 SCAQMD 1168

1) Coating applied to a substrate, prior to the application of an adhesive, to provide a bonding surface.

c. Contact Adhesive

80

SCAQMD 1168

1) Adhesive applied to two separate surfaces, allowed to dry, and brought together for adhesion and bonding with subsequent pressure.

d. CPVC welding

490

SCAQMD 1168

1) CPVC plastic is a polymer of the chlorinated polyvinyl monomer that contains 67% chlorine and is normally identified with a CPVC marking.

e. Plastic cement welding
250
SCAQMD 1168
1) Use of adhesives made of resins and solvents which are used to dissolve the surfaces of plastic, except ABS, CPVC, and PVC plastic, to form a bond between mating surfaces.

f. PVC welding
510
SCAQMD 1168
1) PVC plastic is a polymer of the chlorinated vinyl monomer that contains 57 percent chlorine.

g. Sheet Applied Rubber Lining Operations
850 SCAQMD 1168
1) The hand application of sheet rubber lining to metal or plastic substrates in order to protect the underlying substrate from corrosion or abrasion. These operations also include laminating sheet rubber to fabric.

h. Special Purpose Contact adhesive
250 SCAQMD
1168
1) Contact adhesive that is used to bond all of the following substrates to any surface: melamine covered board, metal, unsupported vinyl, Teflon, ultra-high molecular weight polyethylene, rubber and wood veneer 1/16 inch or less in thickness.

i. Structural Wood Member adhesive
140 SCAQMD
1168
1) Adhesive used for the construction of any load bearing joints in wooden joists, trusses, or beams.

j. Top and Trim Adhesive
250
SCAQMD 1168
1) Adhesive used during the installation of automotive and marine trim, including, but not limited to, headliners, vinyl tops, vinyl trim, sunroofs, dash covering, door covering, floor covering, panel covering and upholstery.

k. Substrate Specific Adhesive Application
1) Fiberglass Substrate Adhesive
80 SCAQMD
1168
(a) Fine filaments of glass.
2) Metal to metal Substrate Adhesive
30 SCAQMD 1168
3) Plastic Foams Substrate Adhesive
50 SCAQMD 1168
(a) Foam constructed of plastics.
4) Porous material (except wood) Substrate Adhesive
50 SCAQMD 1168
(a) Porus material is a substance which has tiny openings, often microscopic, in which fluids may be absorbed or discharged. Such materials include, but

are not limited to, wood, fabric, paper, corrugated paperboard, and plastic foam.

5) Wood Substrate Adhesive

30

SCAQMD 1168

l. If an adhesive is used to bond dissimilar substrates together, the adhesive with the highest VOC content shall be allowed.

4. Aerosol Adhesives: A mixture of rubber, resins, and liquid and gaseous solvents and propellants packaged in a container for hand-held application.
   a. General Purpose Mist Spray

      65% by weight GS-36

   b. General Purpose Web Spray

      55% by weight GS-36

   c. Special Purpose Aerosol adhesive

      70% by weight GS-36

5. Sealants: Any material with adhesive properties that is formulated primarily to fill, seal, or waterproof gaps or joints between two surfaces. Sealants include sealant primers and caulk.
   a. Architectural

      250 SCAQMD 1168

      1) Any sealant or sealant primer applied to stationary structures, including mobile homes, and their appurtenances. Appurtenances to an architectural structure include, but are not limited to: hand railings, cabinets, bathroom and kitchen fixtures, fences, rain gutters and downspouts, and windows.

   b. Other Sealants

      420

      SCAQMD 1168

6. Sealant Primers: Any product applied to a substrate, prior to the application of a sealant, to enhance the bonding surface.
   a. Architectural Non-Porous

      250

      SCAQMD 1168

   b. Architectural Porous

      775

      SCAQMD 1168

      1) Substance which has tiny openings, often microscopic, in which fluids may be absorbed or discharged. Such materials include, but are not limited to, wood, fabric, paper, corrugated paperboard, and plastic foam.

   c. Other Sealant Primers

      750

      SCAQMD 1168

B. EQc4.2 Low Emitting Materials - Paints and Coatings
   1. Architectural Coatings

a. Flat Coatings

50

GS-11

1) Coatings that register a gloss of less than 15 on an 85-degree meter or less than 5 on a 60-degree meter.

b. Floor Coatings

100

SCAQMD 1113

1) Opaque coatings that are formulated for or applied to flooring; including but not limited to garages, decks, and porches, and clear coatings formulated for or applied to concrete flooring, but do not include Industrial Maintenance Coatings.

c. Graphic Arts Coatings

500

SCAQMD 1113

1) Coatings formulated from hand-application by artists using brush or roller techniques to indoor and outdoor signs (excluding structural components) and murals, including lettering enamels, poster colors, copy blockers, and bulletin enamels.

d. Low Solids Coatings

120

SCAQMD 1113

1) Coatings containing one pound or less of solids per gallon of material.

e. Mastic Coatings

300

SCAQMD 1113

1) Coatings formulated to cover holes and minor cracks and to conceal surface irregularities, and applied in a thickness of at least 10 mils (dry, single coat).

f. Metallic Pigmented Coatings

500 SCAQMD

1113

1) Decorative coatings, excluding industrial maintenance and roof coatings, containing at least 0.4 pounds per gallon (48 grams/liter) of coating, as applied, of elemental metallic pigment (excluding zinc), mica particles or any combination of the two.

g. Multi-Color Coatings

250

SCAQMD 1113

1) Coatings which exhibit more than one color when applied and which are packaged in a single container and applied in a single coat.

h. Non-flat Coatings

150

GS-11

1) Coatings that are not defined under any other definition in this rule and that register a gloss of 5 or greater on a 60 degree meter and a gloss of 15 or greater on an 85 degree meter according to ASTM Test Method D 523.

i. Primers

200 SCAQMD 1113

1) Coatings applied to a surface to provide a firm bond between the substrate and subsequent coats.

j. Sealer

200 SCAQMD 1113

1) Coatings applied to either block materials from penetrating into or leaching out of a substrate, to prevent subsequent coatings from being absorbed by the substrate, or to prevent harm to the subsequent coatings by materials in the substrate.

k. Specialty Primers

350

SCAQMD 1113

1) Coatings formulated for or applied to a substrate to seal fire, smoke or water damage; or to condition excessively chalky surfaces. An excessively chalky surface is one that is defined as having chalk rating of four or less as determined by ASTM D-4214 - Photographic Reference Standard No. 1 or the Federation of Societies for Coatings Technology "Pictorial Standards for Coatings Defects".

l. Undercoaters

200

SCAQMD 1113

1) Coatings formulated to for or applied to substrates to provide a smooth surface for subsequent coats.

m. Waterproofing Sealers

250

SCAQMD 1113

1) Clear or pigmented sealers that are formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, or staining.

2. Concrete & Cement Materials Coatings

a. Bond Breakers

350

SCAQMD 1133

1) Coatings formulated for or applied between layers of concrete to prevent the freshly poured top layer of concrete from bonding to the substrate over which it is poured.

b. Concrete Curing Compounds

350 SCAQMD 1113

1) Coatings formulated for or applied to freshly poured concrete to retard the evaporation of water.

c. Concrete Form Release Compound

250 SCAQMD 1113

1) Coatings designed for or applied to a concrete form to prevent the freshly poured concrete from bonding to the form. The form may consist of metal, wood, or some material other than concrete.

d. Concrete Surface Retarders

250 SCAQMD 1113

1) Coatings containing one or more ingredients such as extender pigments, primary pigments, resins, and solvents that interact chemically with the cement to prevent hardening on the surface where the retarder is applied, allowing the mix of cement and sand at the surface to be washed away to create an exposed aggregate finish.

e. Magnesite Cement Coatings

450 SCAQMD 1113

1) Coatings formulated for or applied to magnesite cement decking to protect the magnesite cement substrate from erosion by water.

f. Waterproofing Concrete/Masonry Sealer:

400 SCAQMD 1113

1) Clear or pigmented sealers that are formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, or staining.

3. Faux Finishes & Decorative Coatings

a. Faux Finishing - Clear Top Coats

350 SCAQMD 1113

1) Clear coatings used to enhance, seal and protect a Faux Finishing coating. These clear topcoats must be sold and used solely as part of a Faux Finishing coating system.

b. Faux Finishing - Decorative Coatings

350 SCAQMD 1113

1) Coatings used to create a gonioapparent appearance, such as metallic, iridescent, or pearlescent appearance, that contain at least 48 grams of pearlescent mica pigment or other iridescent pigment per liter of coating as applied (at least 0.4 pounds per gallon).

c. Faux Finishing - Glazes

350 SCAQMD 1113

1) Coatings designed for wet-in-wet techniques used to create artistic effects, including but not limited to dirt, old age, smoke damage, simulated marble and wood grain finishes, decorative patterns, color blending, and wet edge techniques.

d. Faux Finishing - Japans

350 SCAQMD 1113

1) Pure concentrated pigments, finely ground in a slow drying vehicle used by Motion Picture and Television Production Studios to create artistic effects, including but not limited to, dirt, old age, smoke damage, water damage, and simulated marble and wood grain.

e. Faux Finishing - Trowel Applied Coatings
350 SCAQMD 1113
1) Coatings applied by trowel that are used to create aesthetic effects, including, but not limited to polished plaster, clay, suede and dimensional, tactile textures.

4. Industrial Maintenance [IM] Coatings
a. IM Coatings

250 SCAQMD 1113
1) Coatings, including primers, sealers, undercoaters, intermediate coatings and topcoats, formulated for or applied to substrates, including floors, that are exposed to one or more of the following extreme environmental conditions: Immersion in water, waste water, or chemical soloutions, or chonroic exposre of interior surfaces to moisture condensation. Acute or chornoic exposure to correosive, caustic or acidic agents, or similar chemicals, chemical funes, chemical mixtures, or solutions. Repeate exposure to temperatures in excess of 250 degrees Fahrenheit. Repeat heavy abrasion, including mechanical wear and repeated scrubbing with industrial solvents, cleaners, or scouring agents. Exterior exposure of metal structures

b. High Temperature IM Coatings
420 SCAQMD 1113
1) Industrial maintenance coatings formulated for or applied to substrates exposed continuously or intermittently to temperatures above 400oF (204oC).

c. Zinc Rich IM Primers
340 SCAQMD 1113
1) Primers formulated to contain a minimum of 65 percent metallic zinc powder (zinc dust) by weight of total solids for application to metal substrates.

5. Wood Coatings
a. Brushing Lacquer
680 SCAQMD 1113
1) Clear wood finishes, excluding clear lacquer sanding sealers, formulated with nitrocellulose or synthetic resins to dry by evaporation without chemical reaction and to provide a solid, protective film, which are intended exclusively for application by brush without thinning or spraying.

b. Clear Finishes
550 SCAQMD 1113
1) Clear and semi-transparent coatings, including lacquers and varnishes, applied to wood substrates, including floors, decks and porches, to provide a transparent or translucent solid film.

c. Lacquer

550 SCAQMD 1113

1) Clear or pigmented wood finishes, including clear lacquer sanding sealers, formulated with nitrocellulose or synthetic resins to dry by evaporation without chemical reaction.

d. Varnish

350 SCAQMD 1113

1) Clear or pigmented wood finishes formulated with various resins to dry by chemical reaction.

e. Sanding Sealers

350

SCAQMD 1113

1) Clear wood coatings formulated for or applied to bare wood for sanding and to seal the wood for subsequent application of coatings.

f. Shellac: Clear

730

SCAQMD 1113

1) Shellac: Pigmented

550

SCAQMD 1113

2) Clear or pigmented coatings formulated solely with the resinous secretions of the lac insect (laccifer lacca). Shellacs are formulated to dry by evaporation without a chemical reaction providing a quick-drying, solid, protective film for priming and sealing stains and odors; and for wood finishing excluding floors.

g. Stains, Interior

250

SCAQMD 1113

1) Opaque or semi-transparent coatings which are formulated to change the color but not conceal the grain pattern or texture.

h. Wood Preservatives

350

SCAQMD 1113

1) Coatings formulated to protect wood from decay or insect attack by the addition of a wood preservative chemical registered by the California Environmental Protection Agency.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Provide products and procedures necessary to obtain LEED credits required in this Section. Although other Sections may specify some requirements that contribute to LEED credits, the Contractor shall determine additional materials and procedures necessary to obtain LEED credits indicated.

PART 3 - EXECUTION

END OF SECTION

SECTION 01 81 19
INDOOR AIR QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

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

B. Implement practices and procedures to meet the Project's environmental performance goals, which include obtaining LEED Indoor Environmental Quality Credit 4 for Construction Indoor Air Quality Management Plans. Ensure that the requirements related to these goals, as defined in this section and throughout the contract documents, are implemented to the fullest extent. Substitutions or other changes to the work proposed by the Contractor or their subcontractors shall not be allowed if such changes compromise LEED Requirements.

C. This Section includes requirements for the development of a Construction Indoor Air Quality Management Plan to be implemented throughout the duration of the project construction in order to minimize the detrimental impacts on air quality resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site and poor housekeeping, shall be minimized.

1.02 RELATED SECTIONS

A. Divisions 01 through 33 Sections for LEED requirements specific to the work of each of these Sections.

B. Section 01 81 13 Sustainable Design Requirements

C. Section 01 91 00 General Commissioning Requirements

1.03 DEFINITIONS:

A. A Construction IAQ Management Plan is a document specific to a building project that outlines measures to minimize contamination in the building during construction and to flush the building of contaminants prior to occupancy.

B. (MERV) = Minimum Efficiency Reporting Value.

1.04 REFERENCE STANDARDS

A. ANSI/ASHRAE 52.2-1999, "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size". www.ashrae.org <http://www.ashrae.org>.

B. Sheet Metal and Air-Conditioning National Contractor Association (SMACNA), "IAQ Guidelines for Occupied Buildings under Construction", 2nd Edition, 2007, www.smacna.org <http://www.smacna.org>.

C. U.S. Environmental Protection Agency (EPA) "Compendium of Methods for the Determination of Air Pollutants in Indoor Air" <http://nepis.epa.gov/Exe/ZyPDF.cgi/P1004G22.PDF?Dockey=P1004G22.PDF>

D. CEN Standard EN 779: 2002, Particulate air filters for general ventilation, Determination of the filtration performance.

E. Green Seal, GS-37 "Cleaning Products for Industrial and Institutional Use" www.greenseal.org/ <http://www.greenseal.org/>.

1.05 SUBMITTALS

A. Indoor Air Quality Management Plan: Within thirty (30) days after receipt of Notice to Proceed, the Contractor shall develop and submit to the Owner for review an indoor air quality management plan. The Plan shall include, but not be limited to, the following:
   1. Address each of the five categories (including subsections) covered by the SMACNA "IAQ Guidelines for Occupied Buildings under Construction" as follows:
      a. HVAC Protection
         1) Return side
         2) Central filtration
         3) Supply side
         4) Duct cleaning
      b. Source Control
         1) Product substitution
         2) Modifying equipment operation
         3) Changing work practice
         4) Local Temporary Exhaust
         5) Air Cleaning
         6) Covering or Sealing Sources of Pollution
      c. Pathway Interruption
         1) Depressurize work area
         2) Pressurize occupied space
         3) Erect Barriers to contain construction area
         4) Relocate pollutant sources
         5) Temporarily seal the building
      d. Housekeeping
      e. Scheduling
   2. Description of methods for protecting stored on-site or installed absorptive materials from moisture damage.
   3. Schedule for inspection and maintenance of IAQ measures.
   4. Description of the procedures and protocols in place for using permanently installed air handlers during the construction of the Project.
   5. Description of the smoking policy for the project site during construction, refer to Section 01 81 13 Sustainable Design Requirements.
   6. The building must go through a flush-out or air testing. Incorporate procedures for the flush-out or air testing into the IAQ Management Plan.

B. If HVAC systems are used for temporary heating, cooling or ventilation during construction, provide the following:
   1. Product data for temporary filtration media.
   2. Log identifying installation date of temporary filtration media, dates that filtration media was inspected and dates for when permanent filters were installed.

C. Product data for permanent filtration media installed prior to occupancy.

D. Flush Out: Signed statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out. Coordinate with Mechanical Engineer for flush out calculations and duration.

E. Air Testing: Report from testing and inspecting agency indicating results of IAQ testing and documentation showing compliance with IAQ testing procedures and requirements.

F. Submit a copy or photograph of "No Smoking" signs posted around the job site.

G. LEED Progress Reports: Concurrent with each Application for Payment, submit monthly report containing at minimum, 6 date-stamped photographs with a description of each IAQ management strategy implemented, such as HVAC protection, pathway interruption, protection of absorptive materials, etc. Photographs of deficiencies and related corrective action should also be included along with a brief description.

H. LEED Online Documentation: Within 30 days of Substantial Completion complete LEED Online credit form and upload all required documentation.

1.06 QUALITY ASSURANCE

A. Construction IAQ Representative: The Construction Manager shall designate an individual as their Construction IAQ Representative, who will be responsible for communicating the progress of the Plan with the Owner, Architect and LEED Consultant on regular basis, and for assembling the required green building documentation.

PART 2 - PRODUCTS

2.01 CLEANING

A. Using low-toxic cleaning supplies for cleaning of surfaces, equipment, and personal use complying with GS-37 or other equivalent standard.
   1. GS-37 tested and approved cleaning products can be found on their website: http://www.greenseal.org/certproducts.htm#cleaners <http://www.greenseal.org/certproducts.htm>.

2.02 FILTRATION MEDIA

A. If air handlers are used during construction, temporary filtration media must be provided, which must meet one of the following performance criteria:
   1. MERV of at least 8, as determined by ASHRAE 52.2-1999 (with errata but without addenda)
   2. Class F5 or higher, as defined by CEN Standard EN 779-2002, Particulate air filters for general ventilation, Determination of the filtration performance; OR
   3. Minimum dust spot efficiency of 30% or higher and greater than 90% arrestance on a particle size of 3-10 µg

B. Temporary filtration media must be used at each return air grille.

C. After completion of construction and prior to occupancy, temporary filtration media must be replaced with new permanent filters.
   1. Replace filtration media shall be MERV 13, as determined by ASHRAE 52.2-1999 (with errata but without addenda), in order to comply with LEED credit EQc5 Indoor Chemical & Pollutant Source Control.

PART 3 - EXECUTION

3.01 GENERAL

A. The General Contractor/Construction Manager shall be responsible for implementation of the Construction IAQ Management Plan, and for the coordination of the Plan with all affected trades. The Construction Manager shall include provisions in the Plan for addressing

conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order or rectify non-compliant conditions.

B. Sub-contractors shall be responsible for the implementation of specific control measures, as specified in the Construction IAQ Management Plan. Subcontractors shall coordinate their responsibilities through the Construction Manager and their designated Construction IAQ Representative.

3.02 IAQ MANAGEMENT PLAN

A. Protection of Materials from Moisture Damage: As part of the Housekeeping section of the IAQ Management Plan, implement measures to prevent installed materials or material stored on-site from moisture damage. Include measures to be taken if moisture damage does occur to absorptive materials during the course of construction.

B. Installation and Replacement of Filtration Media: As part of the HVAC Protection section of the IAQ Management Plan, provide and install filtration media in all ventilation equipment during construction and confirm replacement for all equipment prior to occupancy. Filtration media shall meet the requirements of Item 2.2 Filtration Media of this specification.

C. Sequence of Finish Installation for Materials:
   1. Where feasible, absorptive materials (referred to herein as “Type 2” products) shall be installed after the installation of materials or finishes which have high short-term emissions of VOC’s, formaldehyde, particulates, or other air-born compounds (referred to herein as “Type 1” products). Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and /or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.
   2. Develop a separate sequencing plan that identifies feasible opportunities to meet the above-stated goals for the project.

3.03 FLUSH OUT

A. After construction ends (including all interior finishes) but prior to occupancy, install new filtration media and supply a total air volume of 14,000 cubic feet of outdoor air per sf of floor area. Maintain internally 60 degrees F and no higher than 60 % RH within the building during the flush out procedure.
   1. Permanent filters used during the flush-out shall meet the requirements of Item 2.2 Filtration Media of this specification.

B. If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.3 cfm/sf of outside air or the design minimum outside air rate determined by ASHRAE 62.1-2007, whichever is greater. Each day of the flush out, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cubic feet per square foot of outside air has been delivered to the space.

3.04 AIR TESTING

A. After construction ends (including all interior finishes) but prior to occupancy, use testing protocols consistent with the EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed below:
   1. Demonstrate max contaminant concentrations listed below are not exceeded:
      a. Formaldehyde: 27 parts per billion
      b. Particulates (PM10): 50 micrograms per cubic meter
      c. Total VOCs: 500 micrograms per cubic meter
      d. 4-Phenylcyclohexene (4-PCH): 6.5 micrograms per cubic meter
      e. Carbon Monoxide: 9 parts per million and no greater than 2 parts per million above outdoor levels

B. Testing must be done during what would be normal occupied hours with the building ventilation system started at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the test.

C. Movable furnishings should be in place for the testing, but it is not required.

D. For each portion of a building served by a separate ventilation system, there must be 1 sampling point per 25,000sf of floor area or for each contiguous floor area, whichever is greater. Sampling must be collected between 3 and 6 feet above finished floor, and over a 4 hour period.

3.05 INSPECTIONS & PROCEDURES

A. Conduct regular inspection and maintenance of indoor air quality measures including ventilation system protection, and ventilation rate.

B. Require VOC-safe masks for workers installing VOC-emitting products (interior and exterior) defined as products that emit 150 g/l or more UNLESS local jurisdiction's requirements are more strict, in which case the strictest requirement shall be followed for use of VOC-safe masks.

C. Use low-toxic cleaning supplies for surfaces, equipment, and worker’s personal use. Options include cleaning products that comply with the Green Seal GS 37 Standard.Worker protection is provided.

D. Temporarily seal the building when asphalt paving is installed.

E. Remove spills of solvent containing material.

F. Remove construction waste containers such-as sealants from the indoor areas of the building.

G. To prevent areolation of dust, vacuum with HEPA filters.

H. Use safety meetings, signage, and subcontractor agreements to communicate the goals of the indoor air quality construction plan.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 19 10
SPECIFIC COMMISSIONING PLAN—CONTRACT DOCUMENT PLAN – BID PAC B

New Construction

*Plan Approved:*_____ _____ _____

Engineer's Signature Title

Date:

1. Overview

1.1 Abbreviations and Definitions

The following are common abbreviations used in this document. Definitions are found in Project's of Standard Specifications.

A/E-	Architect and Design Engineers	FT-	Functional Performance Test
ICA-	Independent Commissioning authority	CM-	Construction Manager
CC-	Controls Contractor	MC/PC-	Mechanical Contractor & Plumbing Contractor
OR	Owner's Representative	PC-	Prefunctional Checklist/Readiness Check List
Cx-	Commissioning	PM-	Project Manager
Cx	Commissioning Plan Document Plan	Subs-	Subcontractors to General
EC-	Electrical Contractor	TAB-	Test and Balance Contractor
		SMC-	Sheet Metal Contractor
FSC	Fire Sprinkler Contractor	WTC	Water Treatment Contractor
FAC	Fire Alarm Contractor	OPR	Owner's Project Requirements

1.2 Purpose of The Commissioning Plan

The purpose of the preconstruction, construction, and post-construction phase commissioning plan is to:

1. Provide direction for the Cx of this facility as specified by A/E and Owner during the bidding and construction of the Claymont Elementary School's Mechanical/Plumbing/Electrical/Fire Protection/data and ancillary systems.
2. Provide direction for the commissioning process during the construction, particularly facilitating resolution for issues and providing details for the commissioning process. To provide CX scheduling, participation of various parties of this particular project, actual lines of reporting and approvals, coordination, etc.

This plan does not provide a detailed explanation of required testing procedures. The detailed testing requirements and procedures are found in the various Specifications Sections or on manufacturer's start-up procedures. Additionally, this plan does not provide extensive narrative on all commissioning concepts, as may be provided in other commissioning guides.

1.3 Commissioning Scope

Commissioning is a systematic process of ensuring that all building systems being commissioned perform interactively according to the design intent and the owner's operational needs, and the A/E drawings and specifications. This will be achieved by beginning in the design, design phase, documenting the design

intent and continuing through construction and acceptance with actual verification of performance. In this case, the process started before design began in the Owner's desire to have the building commissioned.

1.3.1 Commissioning Requirement – Predesign and Design Phase

Commissioning during the predesign and design phases is intended to achieve the following specific objectives:

- Confirm all equipment is accessible, in locations for maintenance, provide low energy usage with required indoor air quality (IAQ) per A/E's specifications, and meet USGBC interior noise levels, energy conservation, water usage, and other set by the USGBC. A 50% design review was completed per USGBC requirements.
- To do a review of the contract documents during the bidding period – relative to the items being commissioned, and prepare Cx check sheets.
- Review the commissioning documents with the CM and revise the Cx Plan accordingly.
- Provide the Owner with Cx Report (hard copy and disk).

1.3.2 Commissioning Requirements – Construction Phase

Commissioning during the construction of this project is intended to achieve the following specific objectives:

According to the Contract Documents:

- Ensure that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors in accordance with the contract documents and manufacturer's instructions.
- Verify and document proper performance of equipment, systems and controls, and carry out readiness checks and document results. Ensure control checks are completed and documented.
- Ensure that O&M documentation left on site is complete per contract documents (by Contractor and CM).
- Ensure that the Owner's operating personnel are adequately trained.
- Oversite and reviewing of TAB and WTC activities and results to confirm TAB operation will be completed prior to the commissioning of systems.
- With the CM, coordinate commissioning activities among contractors and subs and other trades.
- ICA to observe all final startup, system operations, and functional test, and all equipment/systems for performance verification purposes. All tests will be controlled by the responsible Contractors.
- Provide communication through the A/E and CM to resolve Cx results that do not meet OPR's and project design plans and specifications.

1.3.3 Commissioning Requirement – Post Commissioning Phase – Enhanced Commissioning

Commissioning after the completion and acceptance by the Owner (substantial completion as defined by the CM), the following specific activities will be undertaken to meet the USGBC enhanced commissioning requirements.

- To recommission the HVAC and BAS System to operate in the opposite (heating or cooling) mode than the systems was originally Cx and do a 10-month Cx of the systems.
- Conduct a 50% design review (already completed).
- M/E/P shop drawing review of submittals with the Engineer with methodology and analysis and logs.
- Be present at all training sessions with sign-in sheets of CM, contractor, and Owner's mechanics present.
- Develop local maintenance schedule for in-house staff – a manual.
- A manual listing all M/E/P systems installed, responsibilities for its maintenance (local and central maintenance requirements)

1.4 Commissioned Systems [Bid Docs]

The following marked systems will be commissioned in this project. In Phase I, system readiness and startup. All general references to equipment in this document refer only to equipment that is to be commissioned.

HVAC System (and all integral equipment controls)

	Chiller system (including controls, chillers, piping, pumps and variable speed drives, heat tracing)
	Boiler System (including controls, boilers, piping and pumps) (circulator & in-line)
	Pumps (hot, chilled – primary and secondary)
	Variable speed drives
	Heat exchangers
X	Piping, cleaning, flushing, leak testing and material used.
X	Ductwork and Leak Testing/Duct Sox and cleaning if required.
X	Make-up air unit for kitchen hood.
X	Packaged rooftop units w/o energy recovery.
X	Split systems – ductless and condensing unit
X	Split air handler and condensing unit
X	Packaged Energy Recovery Unit (ERU's or RTU with energy recovery)
X	Fin tube radiation, electric.
X	Gas Fired H&V Units
X	Branch Module Units
X	Air Cooled Condensing Units

	Evaporative coolers
X	Water treatment (hot and chilled)
	Chilled Beams (Active)
X	Testing, adjusting and balancing work
X	Unit heaters and cabinet unit heaters – electric
X	Air purification addition to RTU-1
X	Duct sound attenuation
X	Building automation system (controlled devices, control loops, control points and system integration and review of sequences as programmed.)
X	Piping HVAC systems installation, tested, pumps, insulation and controls (heating, chilled).
	Heating and cooling ancillary items (expansion tank, air and solids separators)
X	Split Variable Refrigerant Flow System – Heat Pump & A/C operation.
X	Duct system and installation, filters changed, insulation and balanced
	Smoke/Fire damper operation.
X	Vibration isolation installed to specs and adjusted and Seismic restraints (if specified).
X	Louvers and dampers (MOD's)
X	Fans and speed controller. (Exhaust, Return, Transfer)
	Geothermal well field (installation, grouting, testing and test well review).
X	Heat pumps.
	Reheat Coils and VAV boxes.
X	Pool Pak Unit
X	Kitchen Hood (Supply and Exhaust Make-Up Air System and ductwork with insulation and dishwasher exhaust fan and ducting)
X	Grilles, Registers & Diffusers (GRD's)
	Underslab Radiant Floor Heating Systems for Areas B and E (if installed)
X	Electric baseboard radiation heaters

Plumbing Systems

X	Gas or electric water heaters, pumps, piping, pipe sterilization, and recirculating pump and thermostatic mixing valve and ancillary items.

X	Rainwater removal – roof and floor drains & clean outs
X	Plumbing fixtures, Grease trap, Valves
X	Sprinkler System & fire pump (if required)
X	Kitchen hood fire suppression system (if required by Fire Marshal)
X	Electric water cooler
X	Eye wash station, wall hydrants, washing machine and connections.

Electrical Systems

X	Emergency Generator/ATS.
X	Security & Intercom
X	Fire Alarm
X	Lighting Systems and Controls (Occupancy sensors, daylight harvesting, time clocks and photocells, switches)
X	Electrical Feed & Distribution Testing Review Underwriter's Report.
	Photo Voltaic System (if installed)
	Lightning Protection (if installed)
X	Electric power distribution system

General

X	Training – All MEP Systems.
X	Maintenance procedures for operating staff.

1.5 Commissioning & Communications Process & Forms

The commissioning of a project is a process which will be tracked and scheduled using the following:

- The Commissioning Agent will compile a record notebook for this project containing tabs:
  - Correspondence
  - Construction Commissioning Plan
  - Commissioning Schedule (by CM)
  - Meeting Minutes and Progress Reports
  - Progress Record
  - Issue Log
  - Prefunctional Testing (Systems Readiness, Startup & Contractor Start-up Report & Initial Operation)

This includes all items listed in 1.4 above with separate tabs for major areas. (Mechanical/Plumbing/Electrical)

- Functional Performance testing with CC.

  This includes all systems noted in 1.4 above, both tested as operating system in normal, fire alarm and emergency generator with separate tabs.

- Demonstration, Training, Record Plans and Maintenance Manuals

- A series of forms will be used to initiate, track and show resolution on the non-compliance with the commissioning process. The forms will include, but not be limited to:
  - Cx issues log – normally e-mails
  - Request for documentation and record of submission – normally e-mails
  - Testing scope outline – Cx to issue check sheets to CM for distribution.
  - Overall staff training and orientation required, the CM will schedule all training.
- All communications on the Cx process issued by the CxA, will be in writing, except very minor items. All design related issues will be forwarded to the A/E team for resolution and issuance of direction by the A/E team. Any non-compliance of equipment/system issues will be submitted to the CM for resolution. All project existing communication lines will be followed and observed.

2. General Building Information (Bid)

Project: Claymont Elementary School – Bid Pac B

Location: Claymont, Delaware

Building Type (Office, Court, Etc.): Elementary School

Square Footage: TBN . Number of Stores: 1, 2, and (2) Small Basements

Agency: Brandywine School District Tenants: Brandywine School District

Construction Period: 2018/2019/2020

Commissioning of new plumbing systems including new water heaters, piping and insulation, sprinkler systems and fire pump and hood fire suppression systems.

Commissioning of Electrical power feed and distribution systems and Electrical Systems including lighting and controls, security, fire alarm, intercom systems.

Commissioning of the BAS, review of the TAB Report & Procedures, water treatment report.

Post-construction

X Provide Cx Report to Owner and Ten-Month BAS/HVAC Review

A follow-up Cx process will be conducted as part of the LEED ® Enhanced Commissioning Requirements.

Team Member	Co. & Contact Names	Voice, office, cell, fax, email, address
Owner		
Project Manager	John Read	John.read@bsd.k12.de.us
Site Engineer	TBD	
Property Manager		
Construction Manager		
General Site Contact	TBA	
Mechanical		
General Contractor		
Site Supervisor Site Coordinator		
Commissioning Authority	Cx Herbert L. Duffield, P.E.	530-5618 hduffield@verizon.net
Architect	ABHA Architects Sean Malloy	658-6426
Mechanical Designer/Eng.	Furlow Associates, Inc. Dwayne E Gauthier	798-3515
Electrical Designer/Eng.	Furlow Associates, Inc. Douglas M Green	798-3515
Plumbing & Sprinkler System	Furlow Associates, Inc. Clayton B Hathaway, P.E.	738-7551
Tenant Representative	-----	
Mechanical Contractor		
HVAC Site Superv.		
Piping Contractor		
Sheet Metal Contractor		
Electrical Contractor		
Site Supervisor		

TAB Contractor Project Manager		
Controls Contractor Project Manager Project Engineer		
LEED Consultant	ReVision Architecture	

4. Roles and Responsibilities

4.1 Locations of Role Descriptions [Bid Docs]

Descriptions and explanations of the roles and responsibilities of those in the commissioning process are found in the following places in the Contract Documents:

List of team members: *Cx Plan*, 4.2

Management plan outline: *Cx Plan*, 4.3. Specifications _____

General roles: *Cx Plan*, 4.4, Specifications _____

Specific responsibilities:

Information for all parties:	*Specs 220000, 230000 & 260000*
CM:	*See all parts*
Mechanical, Plumbing contractor, controls contractor, subs and mfr's:	All Division 22 Specs All Div. 23 & 230900
Mechanical Sections	All Division 23
Electrical contractor, subs and mfr's:	All Division 26 & 28
Commissioning authority:	Specs See ASHRAE Guideline 0 – 2005 Requirements
Water Treatment:	Specs 230510
A/E:	A/E Contract
TAB:	Specs 230950
Fire Sprinkler & Pump:	All Division 21

4.2 Team Members

The members of the commissioning team consist of the ICA, CM, assigned members of the A/E (particularly the mechanical engineer), the mechanical contractor, electrical contractor, TAB representative, controls contractor, FAC and FSC Contractors, Plumbing Contractor, Sheet Metal, any other installing subcontractors or suppliers of equipment. If known, the Owner's building or plant operator/ engineer and staff are also a member of the commissioning team.

4.3 General Management Plan [Bid Docs]

The ICA was hired by the Architect directly, but reports directly to the owner. In general, the ICA coordinates the commissioning activities and reports directly to the OR and CM. The ICA's responsibilities, along with all other contractors' commissioning responsibilities are detailed in the specifications. The Specifications will take precedence over this Cx Plan. All members work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents and the OPR's. Refer to the management protocols section below.

4.4 General Descriptions of Roles

General descriptions of the commissioning roles are as follows:

ICA : Coordinates the Cx process with CM, and documents prefunctional checkout and performance tests. All test reports shall be reviewed by the office of the A/E.

CM : Facilitates the Cx process, ensures that Subs perform their responsibilities and integrates Cx into the construction process and schedule

MC/PC/EC & CC along with Subs : Demonstrate proper system performance and resolve operational problems.

A/E : Perform construction observation, approve Contractor shop drawings with the ICA and O&M manuals and assist in resolving problems

OR/PM: Facilitates and supports the Cx process and gives final approval of the Cx work

Mfr. : The equipment manufacturers and vendors provide documentation to facilitate the commissioning work and perform contracted startup and training and provide start-up reports.

5. Commissioning Process

This section sequentially details the commissioning process by commissioning task or activity.

5.1 Commissioning Scoping Meeting [Bid Docs]

A commissioning scoping meeting is planned and conducted by the ICA within thirty (30) days after signing of the project contract. In attendance are the respective representatives of the CM, ICA, PM, A/E and the mechanical, electrical, controls, and TAB subs. At the meeting commissioning parties are introduced and the commissioning process reviewed, management and reporting lines determined. The flow of documents, how much submital data the ICA will receive, etc. are also being discussed. The *Cx Plan* is reviewed, process questions are addressed, lines of reporting and communications determined and the work products list discussed. Also covered are the general list of each party's responsibilities, who is responsible to develop the startup plan for each piece of equipment and the proposed commissioning schedule. The outcome of the meeting is increased understanding by all parties of the commissioning process and their respective responsibilities. The meeting provides the ICA additional information needed to finalize the *Cx Plan*, including the commissioning schedule.

Prior to this meeting the ICA is given, by the CM, all drawings and specifications and the construction schedule by trade. The ICA keeps notes from the meeting and distributes them to each team member.

5.2 Final Commissioning Plan--Construction Phase [Bid Docs]

The ICA finalizes the draft *Cx Plan* using the information gathered from the scoping meeting. The initial commissioning schedule is also developed (Table 7-1) along with a detailed timeline using Form C-10, *Detailed Commissioning Schedule*. The timeline is fine-tuned as construction progresses. In particular, 30 days prior to startup of the primary equipment, the CA meets with the CM and develops a detailed commissioning schedule. The commissioning plan is approved by the CM & Engineer.

5.3 Shop Drawing Review – Construction Phase

The ICA shall review the shop drawings submitted by the Contractors on equipment to be commissioned to ensure that all meet the OPR's and the Basis of Design approved by the Owner and all are to be reviewed, approved and signed off by the A/E Team. The ICA is a review only as part of the LEED ® Enhanced Commissioning Process.

5.4 Site Observation

The ICA, and CM if applicable, makes periodic visits to the site, as necessary, to witness equipment and system installations, along with the A/E team.

5.5 Miscellaneous Meetings

The ICA attends selected planning and job-site meetings in order to remain informed on construction progress and to update parties involved in commissioning. The CM provide the ICA with information regarding substitutions, change orders and any Architect's Supplemental Instructions (ASI) that may affect commissioning equipment, systems or the commissioning schedule. The ICA may review construction meeting minutes, change orders or ASIs for the same purpose.

Later during construction, necessary meetings between various commissioning team parties will be scheduled by the ICA, through the CM, as required.

5.6 Miscellaneous Management Protocols

The following protocols will be used on this project.

Issue	Protocol
For requests for information (RFI) or formal documentation requests:	The ICA goes first: ___ direct to Sub or A/E, _X__through the CM, _ __through GC.
For minor or verbal information and clarifications:	The ICA goes direct to the informed party. Alert CM and A/E of direction, usually by email.
For notifying contractors of deficiencies:	The ICA documents deficiencies through the A/E & CM by e-mail, but may discuss deficiency issues with contractors prior to notifying the A/E or CM.
For scheduling functional tests or training:	_X__The ICA may provide input for and do some coordination of training and testing, but does all scheduling thru the CM.

For scheduling commissioning meetings:	The ICA selects the date and schedules through the: ___GC, _X_CM. ___The CA schedules and notifies attendees directly.
For making a request for significant changes:	The ICA has no authority to issue change orders. This will come thru the A/E, OR and CM procedures established.
For making small changes in specified sequences of operations:	_X__The ICA may make small sequences of operations changes to improve efficiency or control or to correct deficiencies, through the responsible contractor, but shall document the change and provide all changes of specified sequences to the CM and A/E. ___The ICA may <u>not</u> make changes to specified sequences without approval from the A/E.
Subcontractors disagreeing with requests or interpretations by the ICA shall:	Try and resolve with the ICA first. Then work through CM who will work with ICA directly or through the A/E to resolve the situation.
_____	_____
_____	_____

5.7 Progress Reporting and Logs

As progress construction progresses, the ICA provides the CM with monthly commissioning progress reports on his readiness check. Thirty (30) days prior to the startup of the first piece of major equipment, the frequency of progress reports is increased as required, until startup is completed. Thirty (30) days before functional testing of equipment begins, frequent progress reports are required until functional testing and all non-conformance issues are resolved. The CM may adjust the reporting frequency as needed. The progress reports contain: an update of the schedule with list of requested schedule changes and new items added to the schedule, a list of new and outstanding deficiencies, a description of commissioning progress corresponding to the plan, etc. E-mails or meeting minutes will provide a format for this report. The ICA keeps a log of all commissioning-related issues that require current or future attention and will be included in the turnover notebook. The *Commissioning Schedule will be updated to* provide a form for tracking the status of documentation and testing for each piece of equipment and system (e.g., installer, party responsible for startup, approval dates for checklist and testing forms, their completion, training, O&M documentation review, etc.), with appropriate notes and actions required.

The ICA regularly communicates with the CM, keeping them apprised of the Commissioning process, and scheduling issues through memos, progress reports, e-mails, etc.

The ICA will keep all commissioning materials in an organized notebook.

5.8 Initial Submittals and Documentation

5.8.1 Standard Submittals

The ICA provides all Subs responsible for commissioned equipment with commissioning documentation requirements for their respective equipment and systems through the CM (check sheets). At minimum, this equipment data includes installation and start-up procedures, O&M data, performance data and control drawings. The ICA shall receive “approved” copies of submittals relative to commissioning

issues expressed in the contract documents from the CM, all comments concerning submittals shall be directed to the CM submitted on RFI's provides documentation request and tracking forms for representative equipment and acts as the tracking mechanism for documentation. It can also be used as the checkoff sheet for part of the final O&M documentation review. CA recommendations are provided to the A/E, owner or CM as directed.

5.8.2 Special Submittals, Notifications and Clarifications

The Contractors, Subs, CM or A/E notify the ICA of any new design intent or operating parameter changes, added control strategies and sequences of operation, or other change orders that may affect commissioned systems. The controls contractor provides the ICA a full points list with details requested by the ICA Thirty (30) days prior to performing owner-contracted tests, the Subs provide the ICA full details of the procedures. As the phases of the TAB are completed, a copy of the draft TAB reports is provided to the A/E by the CM with full explanations of approach, methods, results, data table legends, etc., as noted in the Specifications. A/E shall notify CM of significant deficiencies, which will be transferred to the ICA, and appropriate sub-contractors with direction to meet design criteria by the A/E. The ICA may submit written RFI's to the A/E through the CM. A copy of the final TAB report shall be provided to the ICA upon completion, for review and inclusion in the turnover documents.

5.9 Prefunctional Checklists (Readiness Check), Tests and Startup (See 1.4 above for the items covered)

Prefunctional checklists (PC) are important to ensure that the equipment and systems are hooked up and operational and that functional performance testing may proceed without unnecessary delays. Each piece of equipment receives full prefunctional checkout by the Contractor. No sampling strategies are used. In general, the prefunctional testing for a given system, must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system.

Prefunctional checklists are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., oil levels OK, fan belt tension, labels affixed, gages in place, sensor calibration, etc.). However, some prefunctional checklist items entail simple testing of the function of a component, a piece of equipment or system (such as rotation direction, pressure testing, measuring the voltage imbalance on a three phase pump motor of a chiller system). The word <u>pre</u>functional refers to <u>before</u> start-up and then functional testing. Prefunctional checklists augment and are combined with the manufacturer's start-up checklist.

Contractors typically already perform some, if not many, of the prefunctional checklist items the commissioning authority will recommend. However, few contractors document in writing the execution of these checklist items. This project requires that the procedures be documented in writing by the installing technician. The ICA does not witness much of the prefunctional checklisting, except for testing of larger or more critical pieces of equipment and some spot-checking. (The ICA will conduct his own Prefunctional check during his construction site reviews.)

5.9.1 Start-up Plan

The ICA assists the commissioning team members responsible for startup in developing detailed start-up plans for all equipment. The parties responsible for each part of startup and initial checkout are identified on the equipment check sheets and on the prefunctional checklists.

A. _X__The following procedures will be used for this project: (the ICA is responsible for the plan development):

1. The ICA adapts and enhances, if necessary, the representative prefunctional checklists (PC) and procedures from those listed in Specifications, and develops original lists, as necessary.
2. The ICA obtains manufacturer installation, startup and checkout data, including actual field checkout sheets used by the field technicians from the contractor (through an RFI).
3. The ICA copies all pages with important instructional data and procedures from the startup and checkout manuals not covered in manufacturer field checkout sheets and adds a signature line in the column by each procedure.
4. The copied pages from (2), along with the prefunctional checklist provided by the ICA and the manufacturer field checkout sheets become the "Startup and Checkout Plan." , provides a cover sheet and template for the startup plan.
5. For systems that may not have adequate manufacturer startup and checkout procedures, particularly for components being integrated with other equipment, the Sub should provide the added necessary detail and documenting format to the ICA for approval, prior to execution.
6. The ICA transmits the full Startup Plan to the CM, who designates which trade or contractor is responsible to fill out each line item (mark in the "Contr" column) on the Prefunctional Checklist from the ICA. The CM then transmits the full start-up plan to the Subs for their review and use. (This usually means that the Prefunctional Checklist, alone, will go to more than one Sub, while the full plan will go to the primary installing contractor.)

5.9.2 Execution of Checklists and Startup

Four weeks prior to startup, the Subs and vendors schedule startup and initial checkout with the CM and ICA. The startup and initial checkout are directed and executed by the Sub or vendor. The ICA, and CM if necessary, observe, at minimum, the procedures for each piece of primary equipment. To document the process of startup and checkout, the site technician perfoming the line item task initials and dates each paragraph of procedures in the "Startup Plan" and checks off items on the prefunctional and manufacturer field checkout sheets, as they are completed. Only individuals having direct knowledge of a line item being completed shall check or initial the forms.

The Subs and vendors execute the checklists and tests and submit a signed copy of the completed start-up and prefunctional tests and checklists to the ICA. The ICA may review prefunctional checklists in progress, as necessary. On smaller equipment or projects, the checklists (which all contain more than one trade's responsibility), may be passed around to the Subs to fill out. For larger projects, each trade may need a full form and the ICA will consolidate them later. The check lists submitted for manufacturer's start-up will be included in the ICA turnover notebook.

5.9.3 Sampling Strategy for ICA Observation of Prefunctional Checkout and Startup

The following table provides a tentative list of the equipment and how much of the prefunctional checkout and startup work will be witnessed by the ICA.

Equipment or System	Fraction To Be Observed by ICA
Pipe flushing, leak testing & chem.. treatment	At end, with CM sign-off on flushing report & leak test and chem. Test reports.
AHU's, split systems, packaged units, ERU's	100%
Building automation system	Observe _4__ hours of checkout and calibration – 100% function testing
TAB work	Observe _2__ hours of TAB & sample reading – 5%
Other misc. equipment	As necessary
Volume dampers & louvers	10%, confirmed are marked.
Fire Alarm	Units shutdown thru the BAS/& all smoke alarms; present at the Fire Marshal's review
Vibration Isolation & Seismic	50%
ATC Valves & Dampers & sequence	100%
Pumps & VFD & Vib. Pads	100% (if required)
VRF Systems	100% (if required)
Duct Cleaning, leak testing, fire dampers, louvers & dampers.	Sample 5 pieces & reports submitted & test FD's by TAB & Fire Marshal with MC.
Fans (Exhaust, Transfer, etc.)	100%
Unit heaters & CUH's	100%
Ductless Split Systems	100%
Kitchen Hood & Supply/Exhaust Unit & Fire Suppression System with Fire Marshal	100%
Fin Tube Radiation & in-slab floor heating	100%
BAS	100%
Plumbing	
Water Heaters, Pumps, & Ancillary Equipment	100% (if required)
Sprinkler System & Fire Pump (if required)	Sample 5% with Fire Marshal Review
Piping gas & domestic with tests	Review tests observed and signed off by CM.
Plumbing Fixtures	100%
Electrical	

Security & Intercom	25% & interface with BAS 100%
Fire Alarm	100% Will be with Fire Marshal during his inspection & report will be reviewed.
Lighting Systems & Controls	100%
Electrical Distribution, Testing & Sign-off-sample	Sample installation and conduct tests with EC, review underwritten report and sign off, confirm system volts and AMPs of main panel. (All panels to be labeled by Underwriter).
Training for all above	100%

5.9.4 Deficiencies and Non-Conformance

The Subs clearly list any outstanding items of the initial start-up and prefunctional procedures that were not completed successfully at the bottom of the procedures form or on an attached sheet. An e-mail listing and deficiencies are provided to the ICA within two days of test completion. The ICA works with the Subs and vendors to correct and retest deficiencies or uncompleted items, involving the CM and others as necessary. The installing Subs or vendors correct all areas that are deficient or incomplete according to the checklists and tests. The ICA recommends approval of the startup and initial checkout of each system to the CM in writing. Further details are found in the Specifications Sections 230000 and 260000.

On equipment or systems requiring more than two (2) tests, they will be charged for the ICA based on travel and site time at $150/hr, mileage and tools. Payment will be through the CM, and deducted from any invoice submitted by the Contractor for payment.

5.9.5 Phased Commissioning

Because of project size, this project _X__will require, ___ will not require startup and initial checkout to be executed in phases, with summer cooling waiting until the weather changes on heating.

5.9.6 TAB

The TAB Contractor submits the outline of the TAB plan four (4) weeks “prior” to starting the TAB, and approach to the CM for distribution to the A/E, ICA, MC, and CC for review. Included in the approach, is an explanation of the intended use of the building control system. The ICA reviews the plan and approach for understanding and coordination issues and may comment, but does not “approve.” The controls contractor reviews the feasibility of using the building control system for assistance in the TAB work. The TAB submits weekly written reports of discrepancies, contract interpretation requests and lists of completed tests to the ICA and CM. This facilitates quicker resolution of problems and will result in a more complete TAB before functional testing begins. A checklist form for reviewing theTAB plan is provided as one of the prefunctional checklists in Specifications.

TAB work will not begin until the control system has been prefunctionally tested and selective functional tests have been performed and approved by the ICA.

5.9.7 Controls Checkout Plan

The CC develops, and submits a written step-by-step controls plan to the CM for distribution to the A/E, ICA and MC which describes the process they intend to follow in checking out the control system, and the forms they intend to use to document the process. The controls contractor will also meet with the TAB contractor prior to the start of TAB and review the TAB plan to determine the capabilities of the control system for use in TAB. The controls contractor will provide the TAB with any necessary unique instruments for setting terminal unit boxes and instruct TAB in their use (handheld control system interface for use around the building during TAB, etc.). The controls contractor shall also provide a technician qualified to operate the controls to assist the TAB contractor in performing TAB. Additional details are found in Specifications Section 230950.

All ICA-required controls prefunctional checklists, calibrations, start-up and selected functional tests of the system shall be completed and approved by the ICA prior to TAB. The controls contractor shall execute the tests and trend logs assigned to them in Section 230900 and remain on site for assistance for mechanical system functional tests as specified in the same sections. All MOD's and control valve shall be cycled to the acceptance of the ICA prior to the functional testing.

5.10 Development of Functional Test and Verification Procedures

5.10.1 Overview

Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, varying outside air temperatures, fire alarm, etc. The systems are run through all of the control system's sequences of operation and components are verified to be responding as the sequences state. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor.

5.10.2 Scope of Testing [Bid Docs]

The specification "Testing Requirements" Section 260000 provide specific functional testing scope for each piece of commissioned equipment. A detailed description of the functional and prefunctional testing procedures and process is per the specifications and those listed above.

5.10.3 Development Process

Before test procedures are written, the ICA obtains all requested documentation and a current list of change orders affecting equipment or systems, including an updated points list, control sequences and setpoints. The ICA develops specific test procedures to verify proper operation of each piece of equipment and system. The ICA obtains clarification, as needed, from contractors and the A/E regarding sequences and operation to develop these tests. Prior to execution, the ICA provides a copy of the primary equipment tests to the installing Sub (via the CM) who reviews the tests for feasibility, safety, warranty and equipment protection. Blank copies of the procedures are input into the O&M manuals for later use by operations staff. Functional testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone dataloggers. The ICA follows the Specifications when given and uses judgement where needed to determine which method is most appropriate. According to the Specifications, not all pieces of identical equipment receive in-depth testing. The ICA reviews owner-contracted, factory or required owner acceptance tests and

determines what further testing may be required to comply with the Specifications. Redundancy is minimized, but after two retests, compensation for the ICA thru the CM will be pursued.

5.10.4 Testing Plan Overview

To provide the contractors with a better idea of where functional testing lies in the schedule, what issues are preventing the start of testing, which contractors are needed for each test and how much time might be expected from them, see detailed testing sheets. These forms are filled out after most equipment has been started up and when functional testing dates are not too far off. The form is provided to the Contractors to assist in moving more efficiently to functional testing.

5.11 Execution of Functional Testing Procedures

5.11.1 Overview and Process

The ICA schedules functional tests through the CM and affected Subs. For any given system, prior to performing functional testing, the ICA waits until the prefunctional checklist has been submitted with the necessary signatures, confirming that the system is ready for functional testing. The ICA oversees, witnesses and documents the functional testing of all equipment and systems according to the Specifications and the Cx Plan. The Subs execute the tests. The control system is tested before it is used to verify performance of other components or systems. The air balancing and water balancing is completed and debugged before functional testing of air-related or water-related equipment or systems. Testing proceeds from components to subsystems to systems and finally to interlocks and connections between systems. Refer to Section 6 for details on functional testing scope.

5.11.2 Deficiencies and Retesting

The ICA documents the results of the test. Corrections of minor deficiencies identified are made during the tests at the discretion of the ICA. The ICA records the results of the test on the procedure or test form. Deficiencies or non-conformance issues are noted and reported to the CM in writing by e-mail. Subs correct deficiencies, notify the ICA thru the CM by e-mail. The ICA schedules retesting through the CM. Decisions regarding deficiencies and corrections are made at as low a level as possible, preferrably between ICA and the Sub. For areas in dispute, final authority, besides the Owner's, resides with the A/E. The ICA recommends acceptance of each test to the CM. The CM gives final approval on each test using the testing sheet and signing off at the appropriate spot.

5.11.3 Facility Staff Participation

The Owner's facilities operating staff are encouraged to attend and participate in the testing process. The ICA will notify the _X_CM, ___PM, who will then notify the facility staff when the commissioning events will occur thru the schedule.

5.11.4 Phased Testing

Refer to Section 5.9.5 for details regarding testing the equipment or systems in phases. Owner has determined that summer and 10 months later winter test of equipment's capacity is required and Contractor assistance will be required.

5.11.5 Sampling

Multiple identical pieces of non-life-safety or otherwise non-critical equipment may be functionally tested using a sampling strategy. The Specifications specify the sampling strategies that are used on this project, as noted in 5.9.3 above.

5.12 O&M Manuals and Warranties

5.12.1 Standard O&M Manuals

The CM, and A/E review the O&M Manuals, equipment documentation, warranties and redline as-builts for the systems (Divisions 22, 23 and 26 Specifications) that were commissioned to verify compliance. The manuals are then submitted to the A/E for approval, and acceptance of these sections of the O&M Manuals. Refer to Specifications, and 5.11.2 commissioning Record for format.

5.12.2 Commissioning Record

The CA will compile, organize and index the following commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the CM, to be included with the O&M manuals. The correspondence, meeting minutes and progress reports, miscellaneous notes, etc. kept in the Commissioning Record Book during construction will not be retained into this record and the O&M manuals. The format of the manual follows:

<u>General</u>

Tab I Introduction/Summary/OPR's

Tab II Commissioning Plan – Construction Phase

Tab III Final Commissioning Report

Tab IV Issues Log (record of deficiencies, e-mail)

Tab V Progress Record & Conclusions

<u>Equipment Specific – Test Reports & Sign Off</u>

Tab 01 System Type 1

Sub-Tab A Design narrative and criteria, sequences, approvals for Equipment 1 will be provided by the C.M.

Sub-Tab III Start-up plan and report, approvals, corrections, prefunctional checklists

Sub-Tab III Functional tests (completed), trending and analysis, approvals and corrections, training plan, record and approvals.

Tab 02 System Type 2.....repeat as per System One (Plumbing followed by Electrical) Part of Tab III.

5.13 Training and Orientation of Owner Personnel

Owner training and orientation on equipment and systems provided by the Contractor is accomplished in three general steps using three forms.

1. <u>Overall Plan.</u> After reviewing the Specifications, the CM and OR shall fill out a table listing all of the equipment for training that will be provided, , and submit plan to the A/E for approval. The CC shall provide training for all components controlled by the BAC Building Automated System in accordance with Specification 230900 Instruction.

2. <u>Specific Training Agendas.</u> For each piece of equipment or system for which training is provided, the CM fill out Section of the *Training and Orientation Agenda*. This will include some of the information from above, regarding the scope of training and the intended audience, for reference by

the trainer in developing the training agenda. The CM develops a plan for including in the training session contractors / trainers from different disciplines, when appropriate, by listing their company names in Section 2 of the form. In particular, the controls contractor will provide brief training on controls in the same session with the mechanical training for equipment controlled by the building automation system.

This form is then submitted to the Contractor Trainer(s) to fill out the remainder of Sections 5 and on written submittal above, describing the subjects covered, duration of each subject, and methods that will be used in training. The trainer(s) returns this form to the CM for review "prior" to submitting the agenda to the A/E for final approval. The CM provides the approved agenda to the trainer(s) to use during training and provides a copy of the agenda to each trainee.

3. Training Record. For each piece of equipment, prior to training, the CM provides each trainer a form. On this form, the trainer documents each training session (duration, and general subjects covered). The trainer signs for the session, and obtains signatures of each trainee. The trainer also checks off subjects covered on the Agenda. When training is complete, the CM provides a copy of the Training Agenda, and Orientation Record to the Owner, A/E and ICA. All parties review, and approve before signing it. The ICA is to attend 100% of the relevant training sessions.

5.13.1 Special Training and Orientation

The following checked orientation and trainings will be completed by the ICA and A/E according to the specifications:

_X__ Recommissioning. The commissioning authority will provide instruction on the use of blank functional test forms for periodic recommissioning of equipment and systems, by the Owner.

_X__ Architect. The architect will provide a general overview of the facility, its use, special features, tenant and public considerations, etc., as related to LEED certification.

_X__ Mechanical Design Engineer. The mechanical designer will provide an overview of the major systems and equipment in the facility, including for each system: the design intent, why the system was chosen, an overview of its operation, and interactions with other systems, any special areas to be aware of, issues regarding future expansion and remodeling, etc. as related to LEED Certification.

_X__ Electrical Design Engineer. The electrical designer will provide an overview of the major electrical systems and equipment in the facility, particularly the lighting control systems, fire alarm, security and emergency power, focusing on the design intent, why the system was chosen, an overview of its operation, and interactions with other systems, any special areas to be aware of, issues regarding future expansion and remodeling, etc., as related to LEED certification.

5.14 Warranty Period

During the warranty period, seasonal testing and other deferred testing required is completed according to the Specifications, and a complete recommissioning LEED ® Enhanced 10 months after the project is turned over to the Owner. The CM coordinates this activity. Tests are executed and deficiencies corrected by the appropriate Subs, witnessed by facilities staff and the ICA. Any final adjustments to the O&M manuals and as-builts due to the testing are made for seasonal testing details for this project. The ICA may make suggestions for improvements and for recording these changes in the O&M manuals. The ICA will identify areas that may come under warranty or under the original construction contract. The ICA will also assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

6. Written Work Products [Bid Docs]

6.1 Summary Report

A final summary report by the ICA will be provided to the Architect and CM. The report shall include an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas: 1) Equipment meeting the equipment specifications, 2) Equipment installation, 3) Functional performance and efficiency, 4) Equipment documentation and design intent, and 5) Operator training. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Prefunctional checklists and functional tests and monitoring data and analysis will be provided in a separate labeled binder.

The commissioning plan, the prefunctional checklists, functional tests and monitoring reports will not be part of the final report, but will be stored in the Commissioning Record in the O&M manuals, as described in the specification Sections 210000, 220000, 230000 and 260000.

7. Schedule

7.1 General Issues [Bid Docs]

The following sequential priorities are followed:

1. Equipment is not “temporarily” started (for heating or cooling), until pre-start checklist items and all manufacturer’s pre-start procedures are completed and moisture, dust and other environmental and building integrity issues have been addressed, and operation properly documented.
2. Functional testing is not to begin until prefunctional and start-up and TAB is completed, for a given system.
3. The controls system and equipment it controls are not functionally tested until all points have been calibrated and pre-functional testing completed.
4. TAB is not performed until the controls system has been sufficiently functionally tested and approved by the ICA for TAB work.
5. TAB is not performed until the envelope is completely enclosed and ceiling complete, unless the return are is ducted.

7.2 Project Schedule

The initial commissioning schedule is summarized in Table 7-1 below. A more detailed schedule is to be issued at a later date by the CM and ICA.

Table 7-1. Initial Commissioning Schedule Summary

Task / Activity	Estimated Start Date	Estimated End Date
Initial scoping meeting and final plan		
Submittals obtained and reviewed		
Begin construction site visits/inspections		
Prefunctional forms developed and distributed		
Startup and initial checkout plans		
Startup and initial checkout executed		
TAB Water Air		
Functional performance tests		
O&M documentation review and verification		
Training and training verification		
Final commissioning report		
Seasonal testing		

(Fill in with CM)