

PROJECT MANUAL

FOR

BRANDYWINE SCHOOL DISTRICT

**FORWOOD ELEMENTARY SCHOOL
EXTERIOR STAIR REPLACEMENT**

BRANDYWINE SCHOOL DISTRICT
1311 BRANDYWINE BOULEVARD
WILMINGTON, DELAWARE 19809

OWNER

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

ARCHITECTS

BAKER INGRAM & ASSOCIATES
366 E. MAIN STREET
NEWARK, DE 19711
(302) 456-1757

STRUCTURAL ENGINEERS

ABHA PROJECT NUMBER: 1226.17

DATE: OCTOBER 24, 2019



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SECTION 00 1150
ADVERTISEMENT FOR BIDS

Sealed bids for Forwood Elementary School Exterior Stair Replacement, will be received by the Brandywine School District at Forwood Elementary School, 1900 Westminster Drive, Wilmington, DE 19810 until 2:00PM local time on Tuesday, December 3, 2019, 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.

Project involves demolition and removal of existing concrete stair and construction of a new steel stair.

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

A MANDATORY Pre-Bid Meeting will be held at 2:00 PM on Thursday, November 7, 2019, at Forwood Elementary School at the address above for the purpose of establishing the listing of subcontractors and to answer questions. ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT. Representatives of each party to any Joint Venture must attend this meeting. Please provide a business card with your contact information.

Sealed bids shall be addressed to Carol Riddle. The outer envelope should clearly indicate: "SEALED BID - DO NOT OPEN."

Bid documents will be available beginning Thursday, October 24, 2019 at <http://bids.delaware.gov>

Bid documents may be viewed and downloaded at ABHA's dropbox link on or after Thursday, October 24, 2019. Bidders may request dropbox link by emailing their company name, contact name, email address, phone number and mailing address to ssweetman@abha.com. Bid documents may be examined at the office of ABHA Architects, 1621 N. Lincoln Street, Wilmington, DE 19806 or at the State of Delaware Online Bid Solicitation Directory at <https://bids.delaware.gov>.

Email questions to David Barisa at dbarisa@abha.com, reference BSD FES Stair Replacement. The last day of questions is Wednesday, November 20, 2019 at 2:00 PM.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract.

Each bid must be accompanied by a bid security equivalent to ten percent (10%) 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 (100%) 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.

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" requires 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:

END OF SECTION

Project No. 1226
Exterior Stair Replacement

Brandywine School District
Forwood Elementary School

SECTION 00 2110

INSTRUCTIONS TO BIDDERS - STATE PROJECTS

TABLE OF ARTICLES

1.01 ARTICLE 1:GENERAL

A. DEFINITIONS

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

STATE: The State of Delaware.

AGENCY: Contracting State Agency as noted on cover sheet.

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

ARCHITECT:

ABHA Architects, Inc.

1621 N. Lincoln Street

Wilmington, DE 19806

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.

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.

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.

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.

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.

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.

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.

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.

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

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).

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.

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.

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.

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.

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

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

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.

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

1.02 ARTICLE 2: BIDDER'S REPRESENTATIONS

A. PRE-BID MEETING

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. By submitting a Bid, the Bidder represents that:
 - a. The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
 - b. 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.
 - c. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

B. JOINT VENTURE REQUIREMENTS

1. For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
2. Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
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.
4. All required insurance certificates shall name both Joint Venturers.
5. Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
6. Both Joint Venturers shall include their Federal E.I. Number with the Bid.
7. In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
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.

C. ASSIGNMENT OF ANTITRUST CLAIMS

1. As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may

now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

1.03 ARTICLE 3: BIDDING DOCUMENTS

A. COPIES OF BID DOCUMENTS

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
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. 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.
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.
5. The Owner will bear the costs for all impact and user fees associated with the project.

C. SUBSTITUTIONS

1. The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Bidder 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.
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. 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.
4. The Architect shall have no obligation to consider any substitutions after the Contract award.
5. Bidders shall conform to requirements in Section 01600 MATERIAL AND EQUIPMENT.

D. ADDENDA

1. Addenda will be posted to dropbox, emailed, mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
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.
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.

1.04 ARTICLE 4: BIDDING PROCEDURES

A. PREPARATION OF BIDS

1. Submit the bids on the Bid Forms included with the Bidding Documents.
2. Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
3. Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
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.
5. Interlineations, alterations or erasures must be initialed by the signer of the Bid.
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.
7. Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
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.
9. Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
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.
11. Each bidder shall include in their bid a copy of a valid Delaware Business License.
12. 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.

B. BID SECURITY

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).

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.
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.

C. SUBCONTRACTOR LIST

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

D. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

E. PREVAILING WAGE REQUIREMENT

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

3. The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
4. 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.

F. SUBMISSION OF BIDS

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.
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.
3. Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
4. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
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.

G. MODIFICATION OR WITHDRAW OF BIDS

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

1.05 ARTICLE 5: CONSIDERATION OF BIDS

A. OPENING/REJECTION OF BIDS

1. Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
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.
3. If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

B. COMPARISON OF BIDS

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

4. The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
5. No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

C. DISQUALIFICATION OF BIDDERS

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.
2. If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
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.
 - a. More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - b. Evidence of collusion among Bidders.
 - c. Unsatisfactory performance record as evidenced by past experience.
 - d. If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - e. 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.
 - f. If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - g. If any exceptions or qualifications of the Bid are noted on the Bid Form.

D. ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

6. If the successful Bidder fails to execute the required Contract, Bond, and all required information 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.
7. Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
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.

1.06 ARTICLE 6: POST-BID INFORMATION

A. CONTRACTOR'S QUALIFICATION STATEMENT

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

B. BUSINESS DESIGNATION FORM

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

1.07 ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

A. BOND REQUIREMENTS

1. The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
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.
3. The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

B. TIME OF DELIVERY AND FORM OF BONDS

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

1.08 ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

SECTION 00 4113
BID FORM

FOR BIDS DUE: _____

TO:

FOR:

FOR CONTRACT:

NAME OF BIDDER: _____

DELAWARE BUSINESS LICENSE NO.: _____

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

TAXPAYER ID NO.: _____

(OTHER LICENSE NOS.): _____

PHONE NO.: () _____ **FAX NO.:** () _____

EMAIL ADDRESS: _____

The undersigned, representing that he has read and understands the Bidding Documents, including the complete Project Manual and the Drawings as listed in the Table of Contents, all dated _____, 20_____, and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID:

(expressed in words)

(\$ _____)
(expressed in figures)

BID FORM
SIGNATURE FORM

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

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

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

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

Should I/We be awarded this contract, I/We pledge to achieve Substantial Completion of the work in conformance with the project schedule.

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

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

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

By: _____ Trading as: _____

(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____

(Authorized Signature)

(SEAL)

(Title)

Date: _____

Attachments:

Sub-Contractor List.

Non-Collusion Statement.

Affidavit(s) of Employee Drug Testing Program

Bid Security.

BID FORM
SUBCONTRACTOR LIST

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR	ADDRESS (City & State)	SUBCONTRACTOR Taxpayer ID # or DE Business License #
Demolition			
Site Work			
Concrete			
Masonry			
Structural Steel			
Door			
Painting			

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.

All the terms and conditions of this Contract have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

EMAIL: _____

Sworn to and Subscribed before me this _____ day of _____, 20__

My Commission expires : _____ NOTARY PUBLIC _____

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

BID FORM
EMPLOYEE DRUG TESTING PROGRAM

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

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

CONTRACTOR/SUBCONTRACTOR

NAME: _____

CONTRACTOR/SUBCONTRACTOR

ADDRESS: _____

AUTHORIZED REPRESENTATIVE

(TYPED): _____

AUTHORIZED REPRESENTATIVE

(SIGNATURE): _____

Sworn to and Subscribed before me this _____ day of _____, 20__

My Commission expires : _____ NOTARY PUBLIC _____

END OF DOCUMENT

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 LICENSES

- A. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 7200 - General Conditions for the General Conditions.
- B. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
- C. The Agreement form is AIA A101.
- D. The General Conditions are based on AIA A201.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Performance and Payment Bond Form: Conform to those approved by the State of Delaware Office of Management and Budget.
- C. Post-Award Certificates and Other Forms:
 - 1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Affidavit of Payment of Debts and Claims Form: AIA G706.
 - 3. Affidavit of Release of Liens Form: AIA G706a.
 - 4. Consent of Surety to Final Payment Form: AIA G707.

1.04 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A201 - General Conditions of the Contract for Construction; 2007.
- C. AIA G701 - Change Order; 2001.
- D. AIA G702 - Application and Certificate for Payment; 1992.
- E. AIA G703 - Continuation Sheet; 1992.
- F. AIA G704 - Certificate of Substantial Completion; 2000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, Articles 1 through 14 inclusive and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.
- C. References to Articles herein are to Articles in A201.

1.02 RELATED SECTIONS

- A. Section 00 5000 - Contracting Forms and Supplements.

1.03 MODIFICATIONS TO GENERAL CONDITIONS

- A. ARTICLE 1 - GENERAL PROVISIONS
 - 1. Add to 1.1.1 the following clause:
 - a. 1.1.1.1 The Invitation to Bid, the bid forms, the contractor's completed bid, and all addenda related to bidding requirements are expressly enumerated as contract documents.
 - 2. Add to 1.1 the following Subparagraphs:
 - a. 1.1.8: PROVIDE
 - 1) 1.1.8.1 The term "Provide" means furnish and install.
- B. ARTICLE 2 - OWNER
 - 1. Delete Subparagraph 2.2.5 in its entirety and substitute the following:
2.2.5: The Contractor will be provided access to the project FTP site to view online and print from that site using Internet Explorer browser.
- C. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT
 - 1. Add the following clause:
4.2.10.1: There will be no full-time project representative provided by the Owner or Architect on this project.
- D. ARTICLE 7 - CHANGES IN THE WORK
 - 1. Add a new Subparagraph 7.1.4 to read as follows:
7.1.4 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.
7.1.4.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.27 times DPE).
7.1.4.2 "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.
7.1.4.3 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 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 five percent (5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. There will be no other costs associated with the change order."

E. ARTICLE 8 - TIME

1. Add the following subparagraph:

8.2.4: Refer to Section 01 1000 - SUMMARY for contract time requirements.

F. ARTICLE 9 - PAYMENTS AND COMPLETION

1. Add the following subparagraphs:

9.3.3.1 Upon request of the Architect, Contractor will provide properly executed Releases of Liens by the Contractor, Subcontractors, materials suppliers or other persons or entities having provided labor, materials and equipment for which payment is sought by Contractor and Certificate of Payment is to be made by Architect.

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.

9.5.3.1 As a condition of such joint payment by Owner, Owner may require properly executed Releases of Liens from Contractor and any such Subcontractor or material or equipment suppliers for such Work properly performed or material or equipment suitably delivered.

G. ARTICLE 11 - INSURANCE

1. Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1: The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- a. Workmen's Compensation:

- 1) State: Statutory
- 2) Applicable Federal (e.g., Longshoremen's): Statutory
- 3) Employer's Liability
 - (a) \$ 100,000

- b. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- 1) Bodily Injury
 - (a) \$ 500,000 Each Person
 - (b) \$ 1,000,000 Each Occurrence
 - (c) \$ 1,000,000 Annual Aggregate
- 2) Property Damage
 - (a) \$ 500,000 Each Occurrence
 - (b) \$ 500,000 Annual Aggregate
- 3) Products and Completed Operations to be maintained for 2 years after final payment.
- 4) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

- c. Contractual Liability:

- 1) Bodily Injury
 - (a) \$ 500,000 Each Person
 - (b) \$1,000,000 Each Occurrence
 - (c) \$1,000,000 Annual Aggregate
- 2) Property Damage:
 - (a) \$ 500,000 Each Occurrence
 - (b) \$1,000,000 Annual Aggregate

- d. Personal Injury, with Employment Exclusion deleted:

- 1) \$ 500,000 Each Occurrence

- e. Comprehensive Automobile Liability:

- 1) Bodily Injury:

- (a) \$1,000,000 Each Person
 - (b) \$1,000,000 Each Occurrence
 - 2) Property Damage:
 - (a) \$ 500,000 Each Occurrence
- f. Subcontractor's policies shall include contingent and contractual liability coverage in the same minimum amounts as 3, above.
- 2. Add the following Clauses 11.1.3.1 and 11.1.3.2 to 11.1.3:
 - 11.1.3.1: The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraph 11.1.2. The form of the Certificate shall be AIA Document G705 or insurance carrier's standard form, which presents required information. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
 - 11.1.3.2: Certificates of insurance filed with the Owner shall guarantee fifteen (15) days prior notice of cancellation, non-renewal or any change in coverage and limits of liability shown as included on certificates.
- 3. Add the following Subparagraphs 11.1.5 through 11.1.8:
 - 11.1.5: The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. He shall carry such insurance coverage as he desires on his own property such as his field office, storage sheds or other structures erected upon the project site that belong to him and for his 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.
 - 11.1.6: 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 coverage shall be filed with and approved by the Owner.
 - 11.1.7: 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 him or his Subcontractors during the entire construction period on this project.
 - 11.1.8: 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 his 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.
- 4. Add the following subparagraphs:
 - 11.4.3: Performance and Payment Bond: Simultaneously with delivery of the executed contract, the contractor must deliver to the Owner an executed performance bond in the amount of 100% of the accepted bid as security for the faithful performance of his contract including the required Warranty and Guaranties; and an executed labor and material payment bond in the amount of 100% of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith and conditioned that the contractor shall well and faithfully pay all daily labor employed by him for this contract in full once each week. Performance and payment bond may be in a combined form. The bonding company's standard forms are acceptable provided all coverage requirements are included. The bonds shall be maintained in full force for a period of not less than twelve (12) months after the date of the Certificate for Substantial Completion.
 - 11.4.4: Bonds are to be in favor of the Owner and shall be paid for by the contractor and furnished by a surety company licensed in the State of Delaware. The Owner has the right to demand proof that the parties signing the bonds are duly authorized to do so.

Project No. 1226
Exterior Stair Replacement

Brandywine School District
Forwood Elementary School

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 7310

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

*****USE FOR STATE WORK ONLY*****

THE FOLLOWING SUPPLEMENTS MODIFY THE AIA DOCUMENT A201-2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. 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.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

1.1.1.1. IN THE EVENT OF CONFLICT OR DISCREPANCIES AMONG THE CONTRACT DOCUMENTS, THE DOCUMENTS PREPARED BY THE STATE OF DELAWARE, DIVISION OF FACILITIES MANAGEMENT SHALL TAKE PRECEDENCE OVER ALL OTHER DOCUMENTS.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

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

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

3.5 WARRANTY

Add the following paragraphs:

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

3.17 IN THE SECOND SENTENCE OF THE PARAGRAPH, INSERT "INDEMNIFY" BETWEEN "SHALL" AND "HOLD".

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

Add the following Paragraph:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 STRIKE "ARBITRATION" AND INSERT "REMEDIES AT LAW OR IN EQUITY".

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraph 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 IF ANY PROVISION, SPECIFICATIONS OR REQUIREMENT OF THE CONTRACT DOCUMENTS CONFLICT OR IS INCONSISTENT WITH ANY STATUTE, LAW OR REGULATION OF THE GOVERNMENT OF THE UNITED STATE OF AMERICA, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER IMMEDIATELY UPON DISCOVERY.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 THROUGHOUT THE PARAGRAPH STRIKE “21” AND INSERT “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 STRIKE “BINDING DISPUTE RESOLUTION” AND INSERT “ANY OR ALL REMEDIES AT LAW OR IN EQUITY”.

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

15.4 ARBITRATION

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.92	29.46	42.87
BOILERMAKERS	71.61	36.33	53.41
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	75.54	52.62	23.19
ELECTRICAL LINE WORKERS	47.57	40.79	31.10
ELECTRICIANS	70.49	70.49	70.49
ELEVATOR CONSTRUCTORS	96.27	67.47	33.42
GLAZIERS	75.65	75.65	59.28
INSULATORS	57.88	57.88	57.88
IRON WORKERS	65.57	65.57	65.57
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	52.47	52.47	52.47
PILEDRIERS	78.02	41.17	33.30
PLASTERERS	31.22	31.22	23.14
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	55.29	60.31
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
ROOFERS-COMPOSITION	25.12	24.79	22.64
ROOFERS-SHINGLE/SLATE/TILE	19.24	22.88	17.99
SHEET METAL WORKERS	72.53	72.53	72.53
SOFT FLOOR LAYERS	53.39	53.39	53.39
SPRINKLER FITTERS	60.04	60.04	60.04
TERRAZZO/MARBLE/TILE FNRS	64.45	64.45	64.45
TERRAZZO/MARBLE/TILE STRS	71.27	71.27	71.27
TRUCK DRIVERS	32.19	28.70	21.91

CERTIFIED: 9/26/19

BY

Selina Crossland / on behalf of Francis Chudzic
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200

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

PROJECT: 1226.17 Forwood Elementary School Exterior Stair Renovation, New Castle County

PREVAILING WAGE DEBARMENT LIST

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

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

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

Updated: January 22, 2019

**SECTION 00 7313
SUPPLEMENTARY CONDITIONS**

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, Articles 1 through 15 inclusive, is a part of this contract and is bound herewith.
- B. References to Articles herein are to Articles in A201.

1.02 SUPPLEMENTARY CONDITIONS

- A. The following provisions modify, change, delete from or add to AIA Document A201. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

1.03 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- A. Certain provisions of Division 1 GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross referenced in the various Sections of Division 1.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Delete last paragraph of 1.1.1. Add to 1.1.1 the following clause:

- 1.1.1.1 The Invitation to Bid, the bid forms, the contractor's completed bid and all addenda related to bidding requirements are expressly enumerated as contract documents.

Add to 1.1 the following Subparagraphs:

1.1.9 PROVIDE

- 1.1.9.1 The term "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.

1.1.10 PRODUCT

- 1.1.10.1 The term "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add to 1.2.4. the following Subparagraph:

- 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.

ARTICLE 2 - OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 - Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

- 2.2.5 The Contractor will obtain Drawings and Project Manuals as described in the Invitation to Bid.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.4.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Add the following clause:

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

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7 - CHANGES IN THE WORK

Add a new Subparagraph 7.1.4 to read as follows:

7.1.4 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.

7.1.4.1 "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 1.27 times DPE).

7.1.4.2 "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.

7.1.4.3 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 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 five percent (5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. There will be no other costs associated with the change order."

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

Add the following subparagraph:

8.2.1.1 Refer to Section 01 1000 Summary of Work for contract time requirements.

Add the following subparagraph:

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.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

.8 a lien or attachment is filed;

.9 failure to comply with mandatory requirements for maintaining Record Documents.

Add the following subparagraphs:

9.5.4 The Contractor shall have the obligation to remove any liens filed against the Project or any part thereof, and shall bear all costs connected with said removal prior to the Owner being obligated to make the next monthly progress payment.

9.5.5 No payment of monies nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PROGRESS PAYMENTS

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

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

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

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1 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.

Add the following subparagraph:

10.2.8 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 Sheets (MSDS) provided by the product manufacturer for the materials used in construction by the Contractor.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

Workmen's Compensation:

State: Statutory

Applicable Federal (e.g., Longshoremen's): Statutory

Employer's Liability

\$ 100,000

Comprehensive General Liability (including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury

\$ 500,000

Each Person

\$ 1,000,000

Each Occurrence

\$ 1,000,000

Annual Aggregate

Property Damage

\$ 500,000

Each Occurrence

\$ 500,000

Annual Aggregate

Products and Completed Operations to be maintained for 2 years after final payment.

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

Contractual Liability:

Bodily Injury

\$ 500,000

Each Person

\$1,000,000

Each Occurrence

\$1,000,000

Annual Aggregate

Property Damage:

\$ 500,000

Each Occurrence

\$1,000,000

Annual Aggregate

Personal Injury, with Employment Exclusion deleted:

\$ 500,000

Each Occurrence

Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000 Each Person
\$1,000,000 Each Occurrence

Property Damage:

\$ 500,000 Each Occurrence

Subcontractor's policies shall include contingent and contractual liability coverage in the same minimum amounts as 3, above.

Add the following Clauses 11.1.3.1 and 11.1.3.2 to 11.1.3:

11.1.3.1 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraph 11.1.2. The form of the Certificate shall be AIA Document G705 or insurance carrier's standard form, which presents required information.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.1.3.2 Certificates of insurance filed with the Owner shall guarantee fifteen (15) days prior notice of cancellation, non-renewal or any change in coverage and limits of liability shown as included on certificates.

Add the following Subparagraphs 11.1.5 through 11.1.8:

11.1.5 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. He shall carry such insurance coverage as he desires on his own property such as his field office, storage sheds or other structures erected upon the project site that belong to him and for his 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.

11.1.6 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 coverage shall be filed with and approved by the Owner.

11.1.7 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 him or his Subcontractors during the entire construction period on this project.

11.1.8 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 his 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.

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 and its subparagraphs in their entirety.

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

11.3 PROPERTY INSURANCE

11.3.1 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.

ARTICLE 13: MISCELLANEOUS PROVISIONS

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 6% or 0.5% per month.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

14.4.3 In case of such termination for Owner's convenience, the Contractor shall be entitled to receive payment for work executed, materials purchased and reasonable overhead.

ADD ARTICLE 16- CONTRACTOR RESPONSIBILITIES

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract.

16.6.1 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.

16.7 To the fullest extent permitted by law, the Contractor shall indemnify and otherwise hold harmless the Owner, its agents and employees, and the Architect, his agents and employees, from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with this contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the Owner, its agents and employees, and the Architect, his agents and employees, to the extent caused in whole or part by 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 or abridge other rights or obligations of indemnity which would otherwise exist.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 00 8114
EMPLOYEE DRUG TESTING REPORT FORM

PERIOD ENDING: _____

4104 REGULATIONS FOR THE DRUG TESTING OF CONTRACTOR AND SUBCONTRACTOR EMPLOYEES WORKING ON LARGE PUBLIC WORKS PROJECTS REQUIRES THAT CONTRACTORS AND SUBCONTRACTORS WHO WORK ON LARGE PUBLIC WORKS CONTRACTS FUNDED ALL OR IN PART WITH PUBLIC FUNDS MAINTAIN TESTING DATA THAT INCLUDES BUT IS NOT LIMITED TO THE DATA ELEMENTS BELOW.

PROJECT NUMBER: _____

PROJECT NAME: _____

CONTRACTOR/SUBCONTRACTOR NAME: _____

CONTRACTOR/SUBCONTRACTOR ADDRESS: _____

NUMBER OF EMPLOYEES WHO WORKED ON THE JOBSITE DURING THE REPORT PERIOD: _____

NUMBER OF EMPLOYEES SUBJECT TO RANDOM TESTING DURING THE REPORT PERIOD: _____

ACTION TAKEN ON EMPLOYEE(S) IN RESPONSE TO A FAILED OR POSITIVE RANDOM TEST:

DATE: _____

THIS FORM IS NOT REQUIRED TO BE SUBMITTED TO THE OWNER. INCLUDED AS A REFERENCE TO SHOW INFORMATION REQUIRED TO BE MAINTAINED BY THE CONTRACTOR. THE OWNER SHALL HAVE THE RIGHT TO PERIODICALLY AUDIT ALL CONTRACTOR AND SUBCONTRACTOR TEST RESULTS AT THE CONTRACTOR'S OR SUBCONTRACTOR'S OFFICES (OR BY OTHER MEANS TO MAKE THE DATA AVAILABLE FOR INSPECTION BY THE OWNER).

EMPLOYEE DRUG TESTING

REPORT OF POSITIVE RESULTS

PROJECT NUMBER: _____

PROJECT NAME: _____

CONTRACTOR/SUBCONTRACTOR NAME: _____

CONTRACTOR/SUBCONTRACTOR ADDRESS: _____

NUMBER OF EMPLOYEES WITH POSITIVE TEST RESULT: _____

LAST 4 DIGITS OF EMPLOYEE SSN: _____

DATE TEST RESULTS RECEIVED: _____

ACTION TAKEN ON EMPLOYEE IN RESPONSE TO A POSITIVE TEST RESULT:

AUTHORIZED REPRESENTATIVE OF CONTRACTOR/SUBCONTRACTOR: _____

(typed or printed)

AUTHORIZED REPRESENTATIVE OF CONTRACTOR/SUBCONTRACTOR: _____

(signature)

Date: _____

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

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

SECTION 00 9000

STATE OF DELAWARE GENERAL REQUIREMENTS

ARTICLE 1: GENERAL

1.01 CONTRACT DOCUMENTS

- A. 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.
- B. 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.

1.02 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS - SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.01 SCHEDULE OF VALUES

- A. 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.

3.02 SUBCONTRACTS

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

3.03 STATE LICENSE AND TAX REQUIREMENTS

- A. 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties . "

3.04 LARGE PUBLIC WORKS CONTRACT PROCEDURES

- A. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- B. During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.01 CONTRACT SURETY

- A. Performance Bond And Labor And Material Payment Bond
 - 1. All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
 - 2. 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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (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.)

3. Invoking a Performance Bond - The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
4. 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.
5. 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.

4.02 FAILURE TO COMPLY WITH CONTRACT

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

4.03 CONTRACT INSURANCE AND CONTRACT LIABILITY

- A. 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.
- B. 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.

4.04 RIGHT TO AUDIT RECORDS

- A. 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.
- B. 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

5.01 SUBCONTRACTING REQUIREMENTS

- A. 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.
- B. 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.
- C. 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.
- D. 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:
 - 1. Is unqualified to perform the work required;
 - 2. Has failed to execute a timely reasonable Subcontract;
 - 3. Has defaulted in the performance on the portion of the work covered by the Subcontract;
 - or
 - 4. Is no longer engaged in such business.
- E. Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- F. The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.02 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- A. 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 one (1) percent of Contract amount not to exceed \$10,000. 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 not to exceed \$10,000.

5.03 ASBESTOS ABATEMENT

- A. 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.

5.04 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.05 CONTRACT PERFORMANCE

- A. 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

6.01 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- A. 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.
- B. 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

7.01 CHANGES IN THE WORK

- A. 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.
- B. The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- C. 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.
 - 1. DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
 - 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.

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

8.01 TIME

- A. 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.
- B. 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.
- C. 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.

8.02 SUSPENSION AND DEBARMENT

- A. 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."
- B. 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."

8.03 RETAINAGE

- A. 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.
- B. 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

9.01 APPLICATION FOR PAYMENT

- A. 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 will become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- B. 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.
- C. 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.

9.02 PARTIAL PAYMENTS

- A. 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.
- B. 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.
- C. 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.
- D. 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.

9.03 SUBSTANTIAL COMPLETION

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

9.04 FINAL PAYMENT

- A. 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):
 - 1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
 - 2. An acceptable RELEASE OF LIENS,
 - 3. Copies of all applicable warranties,
 - 4. As-built drawings,
 - 5. Operations and Maintenance Manuals,
 - 6. Instruction Manuals,
 - 7. Consent of Surety to final payment.
 - 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

10.01 PROTECTION OF PERSONS AND PROPERTY

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

11.01 INSURANCE AND BONDS

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
 - 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
 - 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
 - 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
 - 4. Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
 - 5. Workmen's Compensation (including Employer's Liability):
 - a. Minimum Limit on employer's liability to be as required by law.
 - b. Minimum Limit for all employees working at one site.
 - 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.
 - 7. Social Security Liability

- a. 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.
- b. 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.
- c. 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

12.01 UNCOVERING AND CORRECTION OF WORK

- A. 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.
- B. 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

13.01 CUTTING AND PATCHING

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

13.02 DIMENSIONS

- A. 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.

13.03 LABORATORY TESTS

- A. 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.
- B. 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.

13.04 ARCHAEOLOGICAL EVIDENCE

- A. 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 State Historic Preservation Office 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 by the Division of Historical and Cultural Affairs.

13.05 GLASS REPLACEMENT AND CLEANING

- A. 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.

13.06 WARRANTY

- A. 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

14.01 TERMINATION OF CONTRACT

- A. 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.
- B. "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS

SECTION 00 9500
GENERAL AND SPECIAL INSTRUCTIONS

PART 1 - GENERAL

1.01 GENERAL INSTRUCTIONS TO BIDDERS

- A. The general rules and conditions which follow apply to all purchases and become a part of each contract or purchase order
 - 1. Before submitting its bid, the bidder must review all instructions and specifications.
 - 2. A bidder's misinterpretation or ignorance of such instructions or specifications will not excuse the bidder from complying with the instructions and specifications.
 - 3. The bidder must also review applicable state laws. If these instructions or the bid specifications are inconsistent with state law, state law shall control.

1.02 DEFINITIONS:

- A. "District" refers to the _____.

1.03 BID PROPOSALS

- A. Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder.
- B. Refer to Section 001000, INSTRUCTIONS TO BIDDERS, for additional information.

1.04 "RFP" - REQUESTS FOR PROPOSALS: N/A

1.05 PRE-BID MEETINGS: WAIVED

1.06 DELIVERY OF BID PROPOSALS

- A. Sealed Bid Proposal must be received at the address listed in the Advertisement for Bid notice, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the location designated above prior to the time set for the Bid Opening. The District accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the designated location by the time set for the Bid Opening will not be considered.

1.07 BID OPENING

- A. Bids will be publicly opened at the designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. The aggregate amount of each bid shall be disclosed. Additional information shall be disclosed at the discretion of the District.

1.08 POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

- A. Title 29 § 10003 Delaware Code Freedom of Information Act
 - 1. All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.
 - 2. It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)
- B. Examination of Contract File
 - 1. Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the District. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in

active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

- C. Requests for Bid Tabulations
 - 1. Copies of bid tabulation may be obtained from the District either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.
- D. Copying Fees
 - 1. The District reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the District prior to receiving the copies.

1.09 STATUS OF PROPOSALS

- A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.
- B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the District prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.
- C. Waiver - The District reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District.
- D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District rejects the exception.

1.10 AWARDING OF BIDS

- A. The District reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District to be in its best interest.
- B. The District reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District to make such an award and the criteria for such an award.
- C. The District reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than \$500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District.
- D. In the event of tie bids, the District will decide which bidder is to be awarded the contract by any criteria of its choice.
- E. The contract shall be awarded by the District and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

1.11 BID DEPOSIT WAIVED

1.12 FORMAL CONTRACT AND/OR PURCHASE ORDER

- A. The successful bidder shall execute the formal contract, within twenty (20) days after the award of the contract. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.
- B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

1.13 PERFORMANCE AND PAYMENT BONDS WAIVED

1.14 FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

- A. If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District will terminate the contract and proceed to award a new contract in accordance with the provisions of 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.
- B. Should a contractor/supplier fail to perform under the conditions of this contract, the District reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

**1.15 CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS
SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES:
SUBCONTRACTING LIMITATION N/A**

**1.16 WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY
PREVAILING WAGE RATES: PENALTY N/A**

1.17 PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

- A. 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.

1.18 NON-DISCRIMINATION

- A. In performing this work the successful bidder agrees to the following:
- B. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

1.19 EQUAL OPPORTUNITY EMPLOYER

- A. The School District is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

1.20 INSURANCE - LIABILITY

- A. The successful bidder shall maintain, at its expense, the following insurance:
1. Public Liability and Automobile Liability Insurance
 - a. The policy is to be provided for both the owner and the contractor.
 - b. Minimum coverage for bodily injury shall be \$500,000 for any one individual and \$1,000,000 for any one accident.
 - c. Minimum coverage for property damage shall be \$500,000 for any one accident.
 - d. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
 - e. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
 - f. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.
 2. Builders Risk Policy
 - a. The builders risk policy shall be an all risk coverage policy.
 - b. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
 - c. On new construction or complete additions, the policy will be carried on a completed value basis.
 - d. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
 - e. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
 - f. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.
 3. Worker's Compensation Including Employee's Liability
 - a. Minimum limit on Employee's Liability to be \$100,000 minimum limit for all employees working at one site.
 - b. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.

1.21 LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS AS APPLICABLE

- A. In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

1.22 WAGE SCALE - PREVAILING N/A

1.23 PATENTS, TRADEMARKS, AND COPYRIGHTS

- A. The supplier shall hold free of any liability, the School District and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

1.24 COVENANT AGAINST CONTINGENT FEES

- A. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

1.25 TAXES - EXEMPT

- A. Since the School District is exempt, prices quoted shall not include Federal taxes or State or Local taxes. Tax Exemption number is _____.

1.26 TRADE DISCOUNTS

- A. All prices offered must be lowest net price after trade discounts have been considered.
- B. Bids offering a percentage off list prices will not be accepted unless;
 - 1. Specifically requested in that manner;
 - 2. A copy of the referenced price list accompanies the bid.

1.27 COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

- A. The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

1.28 INTERPRETATION OF SPECIFICATIONS

- A. Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Architect. Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

1.29 EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

- A. Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal.
 - 1. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed.
 - 2. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District, the required results at no expense to the District.
- B. Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error, after the contract is awarded.

1.30 BRAND NAMES AND APPROVED EQUAL

- A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District.

- B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified.
- C. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District shall have the right to select any brand or model referenced.
- D. Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.
- E. The Board of Education of the District shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified.
- F. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing exempts exchange, normal "rebuilt" items, where specified.

1.31 SAMPLES AND DESCRIPTIVE LITERATURE

- A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District may also request bidders to submit samples for examination and appraisal.
- B. Requested samples shall be submitted at no cost to the District and may be required by the District either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District at no charge.

1.32 RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

- A. The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.
- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he or anyone working under his direction is responsible.

1.33 SUPPLIER CLEAN-UP

- A. All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District-owned trash receptacles are not to be used by the vendor without prior approval.

1.34 STORAGE OF MATERIALS

- A. Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the District or its representative. The District will not be responsible for any damage to or theft of tools or materials used in this work.

1.35 UNPACKING AND ASSEMBLING

- A. All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.
- B. Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

1.36 SERVICE

- A. Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

1.37 SCHEDULE FOR PERFORMANCE OF WORK

- A. All work described in these specifications must be completed with reasonable promptness. The District shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District will forthwith proceed to collect for nonperformance of the work.

1.38 ORDERING

- A. All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District. This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

1.39 DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

- A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.
- B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements, which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to patent defects, fraud, or such gross mistakes as amount to fraud.
- C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.
- D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".
- E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items

shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District therefore.

- F. Neither the School District nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.
- G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.
 - 1. Failure to provide adequate identifying markings may result in refusal of the delivery.
- H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.
- I. Collect shipments will not be accepted.
- J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

1.40 INVOICES

- A. Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:
 - 1. Purchase Order/Contract number.
 - 2. Delivery destination as it appears on the Purchase Order.
 - 3. Contract item number, quantity and description of item billed.
 - 4. Unit price and extended price of each item.
 - 5. Total amount of invoice.
 - 6. Any prompt payment discount offered.

1.41 INDEMNIFICATION

- A. By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District, its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District, its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

1.42 ASSIGNMENT OF ANTITRUST CLAIMS

- A. As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest 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 Board(s) pursuant to this contract.

1.43 HAZARDOUS MATERIALS

- A. 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 is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation.
- B. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

1.44 CONTRACT DOCUMENTS

- A. These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District and any successful bidder. In the event there is any discrepancy

between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

1.45 THE CONTRACT

- A. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

1.46 TRANSFER OF BIDS

- A. The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District named shall have access to purchase under the contract.

1. _____

1.47 CONTRACT REQUIREMENTS:

- A. This contract will be issued to cover the General requirements for multiple locations of the District, as noted in this project manual dated _____.

1.48 CONTRACT PERIOD:

- A. Each vendor's contract shall be valid for a period from _____ through completion.

1.49 PRICES

- A. Prices will remain firm for the term of the contract.

1.50 MANDATORY INSURANCE REQUIREMENTS

- A. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

1.51 BASIS OF AWARD:

- A. The Owner shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. .
- B. The Owner reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the District.

1.52 HOLD HARMLESS:

- A. The successful bidder agrees that it shall indemnify and hold the District and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

1.53 NON-PERFORMANCE:

- A. In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

1.54 PAYMENT:

- A. The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

1.55 PRODUCT CERTIFICATION - * IMPORTANT *

- A. Where applicable provide product certification, including the following:
 - 1. LATERAL FILES - BIFMA; LF-1--1978, including latest amendments.
 - 2. DESKS - BIFMA; D-1-1981, including latest amendments.
 - 3. CHAIRS - American National standard Institute; X5.1-1977 and X5.1a-1979, including latest amendments.
- B. Flammability; BIFMA F-1-1978, including latest amendments.
- C. Any furniture submitted on the bid MUST meet the above standards.
- D. NOTE: ANSI, BIFMA Certification Documents must be submitted with bid.

1.56 DELIVERY/SCHEDULE:

- A. For bidding purposes assume F.O.B. delivered to:
 - 1. _____
- B. The successful vendor(s) shall coordinate delivery with the Construction Manager/Architect or Owner.
- C. Vendor's representative must be present at time of delivery to coordinate installation and supervision of installation team.
- D. Deliveries and installation shall be made per schedule in Section 00100 Instructions to bidders. In the event that there are unforeseen circumstances which delay construction, the furniture vendor(s) will be made aware of changes to installation schedule. The vendor (s) should be prepared to extend installation time as required at no additional expense to the District.

1.57 ACCESS:

- A. Loading Dock Access: There is limited loading space for conveying furniture. Please note that a limited number of trucks at a time can be accommodated on site. Due to this circumstance, scheduling of deliveries is imperative. Please familiarize yourself with the site prior to installation.
- B. Elevator Access: Vendor(s) should assume that there will not be an elevator available for conveying furniture within the building.

1.58 ALTERNATE BIDS AND SUBSTITUTIONS:

- A. All alternate bids/substitutions must be accompanied with the following information for each item in order to be considered for award.
 - 1. Completed bid forms
 - 2. Written list, stating deviations from specified product.
 - 3. Product literature and manufacturers specifications.
 - 4. Applicable color and finish charts or samples.
 - 5. Warranty Information.
- B. All vendors should also be prepared to provide a sample of the exact item bid for evaluation purposes within 48 hours of a request to provide this information. Failure of a vendor to meet any of these terms will result in an automatic rejection of the vendor's bid for items that do not comply with these requirements.
- C. The District and the Architect reserve sole discretion on the final selections based on any and all criteria and any or all General Conditions, Special Instructions or Supplementary Conditions.

1.59 QUANTITIES:

- A. Quantities listed in this Specification are the anticipated needs for this contract. Except where budget constraints would prohibit ordering those quantities, the quantities stated are, to the best of the District's knowledge, the minimum amounts. The right to increase or decrease quantities

is reserved and the unit price quoted on the bid form shall remain as quoted for the contract period.

1.60 INSTALLATION:

- A. The successful vendor(s) shall be responsible for complete delivery, installation of all components of furniture, installation and attachment of wall hung units, hanging file accessories, disposal of all packing materials, assembly and set-up of all items awarded. In the event that there are incidental parts and pieces or attic stock that is unused at the time of installation, these pieces must be clearly marked and placed in storage on the site as directed by Construction Manager and/or Owner.

1.61 LEAD TIMES:

- A. For each item, bidders must indicate the delivery lead time after receipt of order.
- B. NOTE: In the event that due to circumstances, furniture delivery is not achieved in time, Vendor(s) shall provide acceptable loaner furniture to the School for the smooth operation of school program, until furniture arrives. This would be provided at no expense to the Owner.

1.62 MULTIPLE BIDS:

- A. Only one bid may be submitted for each item. Bids will be rejected where there are multiple offers.

1.63 CUSTOMERS OWN MATERIAL (COM):

- A. Bidders will be responsible for ordering the fabric, COM per the specifications where applicable and having it shipped to the manufacturer.

1.64 PUNCH LIST:

- A. Vendor(s) shall complete punch list items in a timely manner. Final payment will not be issued until punch list items are complete to Owner's satisfaction

END OF SECTION

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: 1226.17 Forwood Elementary School Exterior Stair Replacement.
- B. Owner's Name: Brandywine School District.
- C. Architect's Name: ABHA Architects.
- D. The Project consists of the removal and construction of an exterior stair.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price: Section 00 5123.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings.
- B. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Contractor shall have complete and exclusive use of the premises for execution of the Work, except as otherwise specified.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- D. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- E. Existing building spaces may not be used for storage.
- F. Obtain and pay for the use of additional storage or work areas needed for operations.
- G. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
- H. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- I. Time Restrictions:
 - 1. Limit conduct of especially noisy, malodorous, and dusty exterior work to the hours of 7:00 AM and 8:00 PM.
- J. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.

3. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

1.07 TIME OF COMPLETION

- A. Due to Owner occupancy requirements, Substantial Completion must occur no later than August 24, 2020. This represents a construction duration of approximately 67 calendar days.
 1. Provide double shifts and/or overtime if required to meet Substantial Completion date.

1.08 LIQUIDATED DAMAGES

- A. There are no Liquidated Damages applying to this Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Document 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each executed Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit one electronic copy of each Application for Payment.
- H. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Insurance certificates for off-site stored products.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a Contract Modification Request (CMR) that includes a detailed description of a proposed change with supplementary

or revised drawings and specifications, a change in Contract Time for executing the change, with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation, including changes in Contract Time, if necessary, .

1. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
 2. Format for Contract Modification Requests shall be as issued by the Architect at the Pre-Construction meeting.
- E. Contractor may propose a change by submitting a change order request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs, including time and material work, with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. When the information in the Contract Modification Request and Change Order Request is complete, it will be submitted to the Architect for review and forwarded to the Owner. If the change is agreed to by the Owner, the Architect will prepare a Change Order and forward it to the Contractor for signature.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. After execution of Change Order by all parties, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- L. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.
 2. All Closeout submittals as specified in Section 01 7800.
 3. Submit Affidavit of Payment of Indebtedness: See General Conditions.
 4. Submit Consent of Surety to Final Payment: See General Conditions.

5. Submit Releases of Liens: See General Conditions. Release forms shall conform to State law governing mechanics Liens and shall be transmitted with AIA Document G706A. Note that Document G706A is not a release of liens and must be accompanied by actual releases.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Special meetings
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Contractor to have in attendance representatives of his subcontractors and the person who will be the Contractor's superintendent on the project.
 - 5. The Architect will have in attendance representatives of his consultants.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, _____, and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Schedule for construction progress meetings.
- D. Architect will record minutes and distribute copies to participants.

3.02 PROGRESS MEETINGS

- A. Meetings throughout progress of the Work will be held at maximum bi-weekly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.

5. Major subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- E. Architect will record minutes and distribute copies to participants.

3.03 SPECIAL MEETINGS

- A. Refer to other Sections of the Project Manual for requirements for other meetings, such as pre-roofing meeting and pre-caulking meeting.
- B. It is the responsibility of the Contractor to organize and call these meetings as specified.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. MSDS sheets.
 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.

4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Submittals for Review and Information:
1. Submittals will be reviewed and distributed electronically.
 2. Architect will provide access to FTP site for distribution of submittals.
 3. File format for electronic submittals shall be Adobe .PDF, unless otherwise agreed upon. Coordinate electronic submittal distribution protocol at pre-construction meeting.
- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. ____
- C. Samples: Submit two (2) each; one of which will be retained by Architect.
1. After review, retain one at the job site for reference.
 2. Retained samples will not be returned to Contractor unless specifically stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Transmit each submittal with approved form or transmittal.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
1. Submittals not reviewed and approved by Contractor will be returned without review.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. Identify product(s) to be used. Clearly mark submittal to specifically identify products or models pertinent to project.
- J. Modify drawings and diagrams to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
- K. Indicate field dimensions, clearly identified as such.
- L. Show relationship to adjacent or critical features of the Work. Show dimensions and clearances required.
- M. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- N. Provide space for Contractor and Architect review stamps.
- O. When revised for resubmission, identify all changes made since previous submission.
- P. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- Q. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, with network analysis diagrams and reports.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches (560 x 432 mm).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate phases and other logically grouped activities.
- D. Provide sub-schedules for each stage of Work identified in Section 01 1000 - Summary.
- E. Provide sub-schedules to define critical portions of the entire schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products.
- I. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 NETWORK ANALYSIS

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.

- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity, in maximum 15 day intervals.
 - 4. Earliest start date.
 - 5. Earliest finish date.
 - 6. Actual start date.
 - 7. Actual finish date.
 - 8. Latest start date.
 - 9. Latest finish date.
 - 10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
 - 11. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
 - 1. By preceding work item or event number from lowest to highest.
 - 2. Listing of activities on the critical path.

3.05 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.06 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.07 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Control of installation.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information: Soil investigation data.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor shall employ and pay for the services of independent testing laboratories to test and certify certain materials which the contractor proposes to use on the project, where such tests and certification are prerequisites to approval of materials by the Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Construction Aids
- E. Security requirements.
- F. Vehicular access and parking.
- G. Traffic Regulation
- H. Tree and Plan Protection
- I. Waste removal facilities and services.
- J. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 5100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 5100

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; DSL modem or faster.
 - 4. Facsimile Service: Minimum of one dedicated fax machine/printer.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Location:
 - 1. Enclose and secure construction area.
 - 2. Locate vehicular entrance gates in suitable relation to construction facilities; and to avoid interference with traffic on public thoroughfares.

3. Locate pedestrian entrance gates as required to provide controlled personnel entry, in suitable relation to construction parking facilities.

1.08 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required to facilitate execution of the Work. Examples are scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
- B. Mutual use may be arranged by the Contractor where applicable.

1.09 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Security of persons and property in areas under control of the Contractor shall be the Contractor's exclusive responsibility.
- C. The Contractor, at his own expense, shall initiate whatever programs necessary to execute his responsibility.
- D. Control of access to the areas under control of the Contractor shall be maintained. Visitors shall be required to report immediately to the Field Office and to produce full identification to be recorded in the Contractor's Daily Log, along with the purpose of the visit.
- E. Coordinate with Owner's security program.

1.10 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Maintain traffic areas free as possible of excavated materials, construction equipment, products, snow, ice and debris.
- F. Designated existing on-site roads may be used for construction traffic.
 1. Provide additional temporary roads as needed for required construction access.
 2. Maintain existing road construction, and restore to original, or specified, condition at completion of Work.
- G. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.11 TRAFFIC REGULATION

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

1.12 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with Architect, and remove agreed-on roots and branches which interfere with construction. Employ qualified tree surgeon to perform removal and treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.
- D. Protect plants from deleterious liquid and solid droppings from construction operations.
- E. Protect root zones of trees and plants:
 1. Do not allow vehicular traffic or parking.

2. Do not store materials or products.
 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 4. Prevent puddling or continuous running water.
- F. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- G. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

1.13 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices and storage sheds as as directed in the field.
- D. Office may be moved inside new structure or located inside existing structures if approved by Architect and Owner.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
 1. Remove stone from temporary access roads, unless it is to be incorporated into new work.
 2. Grade damaged areas of site to required elevations, spread topsoil, and re-seed.
- D. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.04 TEMPORARY ELECTRICITY

- A. Cost: By Contractor.
- B. Provide power service required from utility source.
- C. Power Service Characteristics: ____ volt, ____ ampere, three phase, four wire.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at convenient location and meter.
- F. Permanent convenience receptacles may be utilized during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

1.06 TEMPORARY HEATING

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Existing facilities shall not be used.
- E. Permanent equipment shall not be used for temporary heating purposes.

1.07 TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- C. Permanent equipment shall not be used for temporary cooling purposes.

1.08 TEMPORARY VENTILATION

- A. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.

1.09 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 1000 - Summary: Lists of products to be removed from existing building.
- C. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- D. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- E. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2000.
- B. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

1.04 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 21 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
- C. Urea-Formaldehyde Prohibition:
 - 1. Overall Project Requirement: Provide composite wood and agrifiber products having no added urea-formaldehyde resins.
 - a. Require each installer to certify compliance and submit product data showing product content.
 - 2. Specific Product Categories: Comply with limitations specified elsewhere.
- D. Adhesives and Joint Sealants:
 - 1. Definition: This provision applies to gunnable, trowelable, and liquid-applied adhesives, sealants, and sealant primers used anywhere on the interior of the building inside the weather barrier, including duct sealers.
 - 2. Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
 - a. Require each installer to certify compliance and submit product data showing product content.
 - 3. Specific Product Categories: Comply with limitations specified elsewhere.
- E. Aerosol Adhesives:
 - 1. Provide only products having lower volatile organic compound (VOC) content than required by GreenSeal GS-36.
 - a. Require each installer to certify compliance and submit product data showing product content.
 - 2. Specific Product Categories: Comply with limitations specified elsewhere.
- F. Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- G. Do not use material or equipment for any purpose other than that for which it is designated or is specified.

2.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including the Architect.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
 - 2. Do not proceed with work without clear instructions.

- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

2.04 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. For Products specified by listing a product or manufacturer as the Basis of Design or standard of construction, select the primary product, or, if approved equivalent manufacturers are listed, an approved equivalent manufacturer.
 - 1. Selection of an approved equivalent manufacturer shall constitute that the Contractor has verified that the equivalent product meets all performance, quality and dimensional requirements and tolerances of the primary product.
 - 2. Where changes are required in other elements of the Work, the Contractor shall be responsible for coordinating such changes and shall waive claims for additional costs that may arise from the substitution of the approved equivalent manufacturer's product.

2.05 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver Owner; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- M. Store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
 - 1. Roof insulation
 - 2. Roofing materials, including solvents
 - 3. Paint materials
 - 4. Cleaning and other solvents
 - 5. Fuels

END OF SECTION

SECTION 01 6116

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
- D. Section 07 9200 - Joint Sealants: Emissions-compliant sealants.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
 - 7. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Exterior and interior paints and coatings.
 - 2. Exterior and interior adhesives and sealants, including flooring adhesives.
 - 3. Wet-applied roofing and waterproofing.
 - 4. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).

- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; California Air Resources Board; current edition.
- E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- F. CHPS (HPPD) - High Performance Products Database; Current Edition at www.chps.net/.
- G. CRI (GLP) - Green Label Plus Testing Program - Certified Products; www.carpet-rug.org; current edition.
- H. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition.
- I. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.
- J. SCS (CPD) - SCS Certified Products; current listings at www.scs-certified.com.
- K. UL (GGG) - GREENGUARD Gold Certified Products; current listings at <http://productguide.ulenvironment.com/QuickSearch.aspx>.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 - 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 - 2. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Joint Sealants: SCAQMD 1168 Rule.
 - 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).
 - 4. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, and construction.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- D. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- G. Section 07 8400 - Firestopping.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State of Delaware and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.
- J. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction .

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.

- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, wiring, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.

4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.

END OF SECTION

SECTION 9 9999
3-PART SECTION TEMPLATE

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 RELATED REQUIREMENTS

- A. Section 01 2100 - Allowances: Cash, testing, and contingency allowances.
- B. Section 01 2200 - Unit Prices: Descriptions of unit price items, administrative requirements.
- C. Section 01 2300 - Alternates: Descriptions of items, administrative requirements.
- D. Section 01 3000 - Administrative Requirements: Submittal procedures, project meetings, progress schedules and documentation, reports, coordination.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance (O&M) data, warranties and bonds.
- F. Section 01 7900 - Demonstration and Training: Detailed requirements.
- G. Section _____: _____.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Allowances: See Section 01 2100 - Allowances, for cash allowances affecting this section.
- B. Unit Prices: See Section 01 2200 - Unit Prices, for additional unit price requirements.
- C. Alternates: See Section 01 2300 - Alternates, for product alternatives affecting this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide _____.
- C. Shop Drawings: Indicate _____.
- D. Samples: Submit two _____, ____by____ inch (____by____ mm) in size, illustrating _____.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. _____.
- B. _____.

2.02 MANUFACTURED UNITS

- A. Basis of Design Manufacturer: _____.
- B. Other Acceptable Manufacturers:
 - 1. _____.
 - 2. _____.
 - 3. _____.
- C. Description:
 - 1. Composition: _____.
 - 2. Size: _____.
 - 3. Color: To be selected by Architect from full range.
 - 4. Color: As indicated on drawings.
- D. Design Criteria: _____.
- E. Performance:
- F. Operation:

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify that _____.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.03 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. See Section 01 7900 - Demonstration and Training, for additional requirements.
- C. Demonstrate proper operation of equipment to Owner's designated representative.
- D. Demonstration: Demonstrate operation of system to Owner's personnel.
1. Use operation and maintenance data as reference during demonstration.
 2. Briefly describe function, operation, and maintenance of each component.

END OF SECTION