

ADVERTISEMENT FOR BIDS: Public notice is hereby given that sealed bids for the Jason Technology Center Lab Addition (Bid #2012-005) at the Delaware Technical Community College, Owens Campus, will be received by the DTCC Department of Administrative Services at the Owens Campus Business Office, PO Box 610 or 18800 Seashore Highway, Georgetown, Delaware 19947 until 2:00 pm local time, on Wednesday, 18 April, 2012, at which time they will be publicly opened, read aloud, and recorded. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened. Bids submitted by facsimile machine or electronic means will not be accepted. The Project involves an addition and renovations to the Jason Technology Center, to construct 2 new laboratory classrooms and related spaces. Attention is directed to the construction schedule indicated in the Contract Documents. Contract Documents may be obtained from the office of Fearn-Clendaniel Architects, Inc., 6 Larch Avenue, Suite 398, Wilmington DE 19804, upon payment of a non-refundable deposit of \$150.00 per set, by check made out to Fearn-Clendaniel Architects, Inc. Drawings and Project Manual may be examined at the office of the Architect and at Delaware Contractors Association, 527 Christiana-Stanton Road, Newark, DE 19713. A MANDATORY pre-bid meeting will be held at the DTCC Owens Campus Department of Administrative Services on Wednesday, 28 March, 2012, at 2:00 pm local time, to answer questions and establish a subcontractors list. Sealed bids shall be addressed to the Mr. Robert Hearn, Business Manager, DTCC Owens Campus Business Office, Georgetown, Delaware. The outer envelope should clearly indicate: "Jason Technology Center Lab Addition, Delaware Technical Community College – SEALED BID – DO NOT OPEN". A Bid Security in the amount of 10% of the Base Bid plus the amount of all additive Alternates must accompany each bid. Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE), and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. This Project is part of Governor Markell's "Building Delaware's Future Now" Jobs Plan, with all contractors being subject to the Employing Delawareans Reporting Requirement, outlined in Section 40 of the Fiscal 2012 Bond and Capital Improvements Act (SB130). 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 (2) calendar days' notice by certified delivery, facsimile machine, or electronic means to those bidders receiving plans.

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 AGENCY: Delaware Technical and Community College.

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

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

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

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

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

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

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

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

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

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

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

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. Neither the issuing Agency nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

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

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

- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be electronically mailed (e-mailed), mailed, faxed, or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents. All addenda conforming to an 8-1/2 x 11" format will be electronically mailed (e-mailed) only.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

- 4.1 PREPARATION OF BIDS
- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.
- 4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.
- 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
- 4.4.1 During the performance of this contract, the contractor agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor

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

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

4.5 PREVAILING WAGE REQUIREMENT

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

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and laborers employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

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

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

4.6 SUBMISSION OF BIDS

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

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

- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.7 **MODIFICATION OR WITHDRAW OF BIDS**
- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

- 5.1 **OPENING/REJECTION OF BIDS**
- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.
- 5.2 **COMPARISON OF BIDS**
- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.
- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
- 5.3 DISQUALIFICATION OF BIDDERS
- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or 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.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.3.2 Evidence of collusion among Bidders.
 - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.2 BUSINESS DESIGNATION FORM

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

AMENDMENT TO CONTRACT FOR CONSTRUCTION
Between
Delaware Technical & Community College
And

The parties hereby agree that the AIA Document A101 – 2007 “Standard Form of Agreement between Owner and Contractor” shall govern this transaction as supplemented and amended herein. The parties expressly agree that the terms of this amendment shall govern in the event of a conflict between the terms of the AIA Document or any document referenced or incorporated therein, and that any contrary provision of any such document shall be superseded hereby.

1. By signing this Agreement, Contractor swears that he has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;
2. All provisions of the Bid Package and Project manual are incorporated herein by reference as though fully set forth. In the event of a conflict between any provision of the Bid Package or Project Manual and the bid or proposal submitted by Contractor, the Bid Package and Project Manual shall control.
3. Section 3.3 is amended to require substantial completion of all construction not later than N/A days from the commencement of construction. Time is of the essence. If the Contractor fails to complete the work within the time specified, the Contractor shall pay liquidated damages to the Owner in the amount of \$ N/A for each calendar day of delay until the work is completed or accepted. If the Owner terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to all sums and remedies available to Owner upon termination for cause.
4. In the event the attached contract or aggregate of contracts is in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) and requires or involves the employment of mechanics and/or laborers, then the minimum wages to be paid to the various classes of laborers and mechanics shall be based upon greater of the Davis-Bacon Wage Rates or the wages that will be determined by the Delaware Department of

Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

5. Contractor shall pay all mechanics and laborers employed directly upon the site of the 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 the prevailing wages, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics, and shall provide sworn payroll information, as required by the Department of Labor, on a weekly basis.
6. All changes to the scope of construction shall be authorized in writing by Owner in advance. Owner shall not be liable for payment of any change order that has not received prior written authorization. The cost of any change order shall be set forth therein. If no such provision is set forth in the change order, then the cost to the Owner shall be the Contractor's costs for wages, labor costs other than wages, wage taxes, materiel, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit not to exceed 5%;
7. 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. Contractor shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section;
8. Payments are due 30 days after receipt of a valid Application for Payment. Payments due and unpaid after 30 days shall bear interest of one percent per month not to exceed twelve percent per annum;
9. Final payment shall not be due until all non-conforming work has been corrected and all other provisions of the agreement have been met, including, but not limited to, all reporting requirements. Furthermore, a written release of mechanics' liens signed by all persons who would otherwise be entitled to avail themselves of the provisions of Chapter 27 of Title 25 of the Delaware Code, containing a notarized, verified certification signed by the Contractor that all of the persons signing the release constitute all of the persons who have furnished materials and performed labor in and for the construction, erection, building, improvement, alteration and repair to the date of the release and who would be entitled otherwise to file mechanics' liens claims shall be provided simultaneously with the receipt of final payment;
10. Owner may terminate this agreement or suspend work hereunder for any reason authorized by applicable Delaware law;

11. §6.2 is hereby deleted. The parties reserve all remedies available at law or equity for any dispute not resolved in accordance with §6.1. In the event legal action is instituted to enforce performance hereunder, the prevailing party shall be entitled to an award of attorneys fees and costs in addition to all other relief granted;
12. Simultaneous with the execution of the this contract, Contractor shall also execute a good and sufficient bond for the benefit of Owner, with corporate surety authorized to do business in this State, in a sum equal to 100% of the contract price and the bond form used shall be the standard form issued by the Office of Management and Budget;
13. 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 and plans and specifications thereof, at the time and in the manner prescribed by the contract and the plans and specifications, including the payment in full, to every firm furnishing materiel or performing labor in the performance of the contract, of all sums of money due it for such labor or materiel. The bond shall also contain the Contractor's guarantee to indemnify and save harmless the Owner from all costs, damages and expenses growing out of or by reason of Contractor's failure to comply and perform the work and complete the contract in accordance with its terms. No firm or surety, in any action brought under 29 Del C §6962, or any successor law, or on the bond required by such statute, shall assert as a defense to such action the claim that the bond given contained a limitation or restriction not provided for by Chapter 69, Title 29 of the Delaware Code, the provisions of which are incorporated herein by reference as though fully set forth;
14. Owner may, when it considers that its interests so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid for the credit of the Owner to the Secretary of Finance;
15. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Contractor (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed;
16. Contractor shall submit a report to Owner not less frequently than monthly covering the general progress of the job and describing any problems or factors contributing to delay;
17. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or national origin.

The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation 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.

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

18. The parties agree that this agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this agreement.
19. This contract is subject to the Employing Delawareans Reporting Requirements set for in Section 40 of the FY11 Bond Bill (SB 130). In accordance therewith, Contractor shall submit a report to the Director of the Office of Management and Budget, with a copy to Owner, setting forth (a) the actual number of Contractor's employees employed on the project; (b) the number and percentage of such employees who are bona fide legal residents of the State; (c) the total number of employees of the Contractor; and (d) the total percentage of employees of such Contractor who are bona fide residents of the State. To the extent subcontractors are employed in connection with the project, Contractor shall further disclose the actual numbers and percentages of employees of such subcontractor who are bona fide legal residents of the State as set forth above. Such report shall be due on the earlier of 30 days from the completion of the project or December 31 of each calendar year. For purposes of this section, "bona fide legal resident of this State" shall mean any resident who has established residence of at least 90 days in the State.

IN WITNESS WHEREOF, the parties have set their hand and seal on this indenture on this _____ day of _____, 2012.

Delaware Technical & Community
College

(Contractor)

(Seal)
By: Orlando J. George, Jr, President

(Seal)
By:

PROJECT SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

This “Project Supplemental Instructions to Bidders” is intended as a project-specific supplement to the AIA Document A701-1997 “Instructions to Bidders”, and the “Supplemental Instructions to Bidders”. Where conflicting information or instructions exist between any of the three documents, the information or instructions in this Project Supplemental Instructions to Bidders shall prevail.

20. Contract Documents

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is 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.

An Alternate Bid (or Alternate) is an amount stated in the Bid 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.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

21. Bids

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

Bids must be prepared upon the letterhead of the firm or individual submitting the estimate in the exact form and sequence of the Proposal Form included in these specifications.

All blanks on the bid form shall be filled in by typewriter or manually in ink.

Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in work shall govern,

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

All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. 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 the agent's authority to bid the Bidder.

Include a sufficient amount in the bid to cover the cost of any and/or all work called for in Addenda or other instructions issued during the bidding period. Such work shall automatically become a part of the contract.

In the event of a tie in the bids, the Owner will decide which bidder is to be awarded the contract by any criteria the Owner chooses.

Bidders may take exception to the terms and conditions of the bid documents and specifications. Exceptions shall be considered only if they are submitted in writing within five (5) calendar days prior to the bid opening date. Exceptions which create inequity in the treatment of bidders will be rejected. Bidders risk the acceptance of their bids by the Owner, when such exceptions are deemed not in the best interest of the project are submitted.

Bidders acknowledge and accept that the Owner's representative may, at the Owner's option, photograph and/or videotape construction work in progress including Contractor employees.

Bidders acknowledge and accept that the Owner's representative may, at the Owner's option record by audiotape construction progress meetings.

22. Addenda

Addenda will be e-mailed, mailed, faxed, or delivered to all who have purchased or have been given a complete set of Bidding Documents. All addenda conforming to an 8-1/2 x 11" format will be electronically mailed (e-mailed) only.

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

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the bid form.

23. Listing Subcontractors

As required by Chapter 69, Section 6962 of the Delaware Code, the Bidder shall submit with, and as a part of its Proposal, a complete list of Subcontractors as agreed upon at the Bidder's Meeting during the bidding period. No Proposal will be considered unless the names and addresses (city and state only) are included in the Proposal where called for. The work must be awarded to the Subcontractor(s) listed.

No General Contractor shall list itself in any Proposal as the Subcontractor of any part of the Project unless it, in addition to being licensed as a General Contractor of the state, shall also be recognized in the trades as a Subcontractor in and for any such part of parts of such work so listed in such Proposal. No Subcontractors listed in the Proposal shall be substituted unless the substitution is made in compliance with Section 6962 of the Delaware Code. Refer to Paragraph 5 in this section for further clarification.

In order to determine the various parts, or classifications of the work for which the names of Subcontractors shall be included in the Proposal, a discussion at the Bidder's Meeting shall be held.

Any Subcontractors (including Subcontractors to Subcontractors) not noted on the "Subcontractor List" (within the bid form), shall be subject to the Owner's approval prior to them performing any Work, on or off site, and prior to them entering into an agreement to perform any work on this project.

24. Notice of Waiver

In submitting these bids, it is understood that the right is reserved by the Owner to reject any and/or all bids and waive informalities therein, and it is further agreed that these bids may not be withdrawn for a period of thirty (30) days from the opening thereof.

25. Delivery of Bids

All copies of the Bid, the bid security, if an, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not receive consideration.

26. Consideration of Bids

Opening of Bids: The properly identified Bids received on time will be opened publicly and will be read aloud.

Rejection of Bids: The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

27. Bid Bond (Bid Guarantee)

Bidders shall use standard AIA Document A310, the Bid Bond form, or suitable substitute. The Bid Bond shall be in the sum of ten percent (10%) of the Bid.

28. Performance Bond and Labor and Material Payment Bond (Contract Bond)

Bond Requirements: The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

Cost of bonds shall be included in the Bid.

If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

Time of Delivery and Form of Bonds: The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a Letter of Intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered.

Unless otherwise provided, the bonds shall be written on AIA Document A311, Labor and Materials Payment Bond. Both bonds shall be written in the full amount (100%) of the Contract Sum.

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

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

29. Eligibility To Perform Work:

Contractor, and all Subcontractors, shall be licensed to perform Work in the State of Delaware, Sussex County, and the Town of Georgetown. Contractor shall be required to secure all required licenses and permits, and shall submit proof of required licensure to Owner prior to commencing the Work.

30. Awards

It is the intent of the Owner to award the Contract to the lowest responsible bidder. Accordingly, the following shall apply:

The Owner reserves the right to award the contract on the Base Bid or on the Base Bid plus any combination of Alternate Estimate as listed in the Proposal Form. The amount of each Alternate Estimate shall include any and all costs of modifications made necessary by the use of such Alternate. An amount shall be stated for each and every Unit Price and Alternate Estimate. The Owner reserves the right to reject any and/or all of the bids presented and waive informalities therein. In the event that the sums of the Base Bid plus the selected alternates of any **two** or more bidders

results in an identical low bid price, then the Unit Prices as listed in the Proposal may, at the option of the Owner, be used to determine the apparent low bidder.

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 its bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the Subcontractor in question whose name is listed in the successful bidder's accompanying statement, (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.

The Agreement for the Work will be written on AIA Document A101, 2007 Edition Standard Form of Agreement Between owner and Contractor Where the Basis of Payment Is a Stipulated Sum. This Agreement shall be amended by inclusion of the Owner's amendment form provided in the first part of these Project Supplemental Instructions To Bidders.

31. Plans and Specifications (For Construction Purposes)

Upon the signing of the contract, the successful bidder (Contractor) shall upon request to the Architect, be provided free of charge, five (5) sets of these plans and specifications, as well as one set of reproducible copies.

In the event that the Contractor requires plans and specification in excess of the number produced by the Architect for bidding purposes, these additional required sets may be obtained by the Contractor at cost of reproduction.

32. Submission of Post-Bid Information

The selected Bidder, within fifteen (15) days following signing of the contract, shall submit a list of manufacturers it intends to use on the Project.

33. Substitution

It is distinctly understood that were the term "or equal" is used that the Proposal shall be submitted on the commodity specified. If the Contractor wishes to submit to the Architect a commodity or commodities which it considers equal to that specified, and desires to make a substitution, it shall furnish to the Architect all necessary data, catalogs, samples, etc., in reference to same for Architect's decision as to whether the item is considered "or equal," not later than ten (10) days prior to bid opening. If the Architect decides that such commodity or commodities meet the

standard required, an Addendum shall be issued including the item under list of acceptable items.

Any request for the use of a substitute material, apparatus, etc. shall state where an installation is readily available for inspection; complete fabrication details and operating and maintenance performance.

Failure to comply with the requirements of the above paragraphs may be considered sufficient reason for rejection of the entire Proposal.

Manufacturers and/or Materials Suppliers not listed in the Specifications desiring approval of their products by the Architect, as acceptable substitutions for those specified shall apply for consideration of their products through one of the Contractors bidding upon the project. The Contractor receiving the request for product approval shall forward a letter (using its letterhead) regarding the request, including any comments it may have concerning the request to the Architect for consideration. In addition, the Contractor shall attach the manufacturer's original letter of request or a copy of same, plus any literature, etc., received, to its letter, to the Architect.

34. Contract Documents

The contract documents are complementary and what is called for by any one shall be as binding as if called for by all.

For convenience, the specifications have been provided in one volume under various headings, with General Requirements listed first and the Technical Specifications following. A group of Divisions comprise the Technical Specifications. Various trades, providing materials or labor or both, whose work is closely related are grouped into these Divisions. This grouping does not relieve the General Contractor from providing all labor and materials necessary to complete the work, irrespective of the Division in which such labor and material is specified.

35. Examination of Bidding Documents, Site, Etc.

Before submitting bids, bidders shall fully inform themselves of the nature of the work by personal examination of the site, the drawings, and the specifications, and by such other means as they may consider necessary, as to matters, conditions and considerations bearing on or in any way affecting the preparation of their Proposal and the Contract. They shall not at any time after submission of the Proposal dispute or complain of such drawings or specifications and the General Conditions, not assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.

Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which it may discover.

36. Access to Site

Before commencing any work of construction, the General Contractor is to consult with the Owner and Architect as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

37. Protections and Replacement of Roadways, Curbs, Etc.

Before starting any work, the Contractor shall file with the Architect, for approval, a list of all defective areas related to the existing site, including roadways, etc. At the close of the project, the Contractor shall repair any damaged areas to the satisfaction of the Owner and Architect.

38. Repair of Grounds

Toward the completion of the job, Contractor shall examine the grounds utilized in construction and fill any ruts or repair any damage caused by hauling, storage of materials, and other operations. Leave the entire property in as good condition as at the start of the work.

39. Contractors Responsibilities Under OSHA Requirements

It shall be the General Contractor's and its subcontractors' responsibility to meet the necessary safety requirements, established by the Federal "Occupational Safety and Health Administration" (OSHA) required and applicable while performing work on this project.

40. Time of Completion:

Time is of the essence in completion of this Work, and Bidders' attention is specifically directed to the dates of commencement and completion below. Work shall be commenced by the General Contractor upon receipt of the State of Delaware Purchase Order, or upon written Letter of Intent / Notice To Proceed from the Owner.

- A. Work may commence on or about **02 May 2012**, or earlier as coordinated with the Owner.

- B. All work shall be Substantially Complete complete on or before **15 August 2012**. Work not one hundred percent (100%) complete by an agreed-upon date after that point may be completed by the Owner's forces, with the costs back charged to the General Contractor.
- 1) Work may be completed on Saturdays and Sundays and at the extended hours during the week as coordinated with the Owner. The Owner shall not be responsible for additional costs for overtime.
 - 2) Normal outside work hours shall be from 7:00 a.m. to 8:00 p.m., dependent on local noise ordinances. Normal inside work hours shall be from 7:00 a.m. to 4:00 p.m., unless arranged otherwise with the Owner. Work may be completed beyond these hours as approved by the Owner.
 - 3) Weather Delays: The project substantial completion date, shall only be adjusted due weather conditions if there are delays above and beyond the following "Adverse Day" allowances based on a seven (7) day work week:
 - a. January (12), February (10), March (5), April (5), May (4), June (3), July (1), August (4), September (5), October (4), November (3), and December (6).
 - b. If an "adverse weather day" occurs on a day when no work is scheduled to occur, then that day will not count as an "adverse weather day," and the schedule will not be impacted.
 - c. Delays requested due to weather must relate to the critical path activity as indicated on the Contractor's Project Schedule.
- C. Coordination and Contractor recommendations related to completing the work will be reviewed with the successful bidder. Completion dates will remain as indicated above.
41. Owner's Inspections:
- The Owner may, at their option, have inspector(s) for this Work in addition to the inspections completed by the Architect.
- Each site may be videotaped daily and progress meetings may be audio taped.
- Each site shall have a daily sign-in-log.
42. Secure Storage:

Secure Storage shall be the responsibility of the Contractor. The owner shall not provide storage areas on, or off site.

43. Wage Provisions:

For renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor and Industrial Relations of the State of Delaware. The Contractor shall be responsible for obtaining a current, certified list of the Wage Rates, which apply to this contract.

House Bill No. 528, Delaware's prevailing wage law, requires that contractors and subcontractors submit "sworn payroll information" to the Department of Labor weekly. Prevailing wage rates shall apply to every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction or \$15,000 for alteration, repair, renovation, rehabilitation, demolition, or reconstruction.

44. Suspension and Debarment:

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 with 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: 1) failure to supply the adequate labor supply ration for the project; 2) inadequate financial resources; 3) poor performance on the project.

Upon such failure for any of the above stated reasons, the agency that contracted for the public works project may petition the Secretary of the Department of Administrative Services 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 Secretary. If the Secretary concludes that the petition has merit, the Secretary 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: 1) failure to supply the adequate labor supply ration for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the agency, the Secretary may suspend a contractor from bidding on any project funded, in whole or in part, with public funds for up to one year for a first offense, up to three years for a second offense and permanently debar the contractor for a third offense. The Secretary shall issue a written decision and shall send a copy to

Delaware Technical and Community College
Jason Tech Center Lab Addition - Owens Campus
Delaware Route 18
Georgetown, Delaware 19947

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Fearn/Clendaniel Architects, Inc.

the contractor and the agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record”.

END OF PROJECT SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and drawing conventions.

- B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Delaware Technical and Community College – Owens Campus - Jason Technology Center Lab Addition

1. Project Location: Tax Parcel 135-14.00-41.00, 18800 Seashore Highway, Georgetown, Delaware 19947.

- B. Owner: Delaware Technical and Community College

1. Owner's Representative: Mr. Linford P. Faucett, Director of Administrative Services

- C. Architect: Fearn-Clendaniel Architects, Inc.

- D. The Work consists of the following:

- E. Architectural Statement:

1. Fearn-Clendaniel Architects, Inc. has been retained to provide professional design services for a new Laboratory Addition, located in the courtyard of the existing Jason Technology Center of the DTCC Owens Campus, Georgetown, Delaware.

F. Scope of Work by Discipline:

1. **SITE:**

- a. **Stormwater Management:** Stormwater management practices are required to treat the storm water runoff from all new impervious areas (walks and building). Provide stormwater management measures per DNREC requirements and as shown and specified on the contract documents.
- b. **Erosion and Sediment Control:** Provide erosion and sediment control measures for all disturbed areas per DNREC requirements and as shown and specified on the contract documents. Additional Erosion and Sediment Control measures may include but are not limited to a combination of the following: inlet protection, silt fencing, straw mulching, erosion control matting, and temporary diversion swales et.al.
- c. **Grading and Drainage:** The new building and site construction will require grading and drainage improvements to provide proper drainage away from the proposed building. New storm inlets and piping will convey the runoff to the approved storm water management facilities. The roof will drain via underground rain-water conductor piping system.
- d. **Utilities:** Water, sanitary, storm (including downspout piping), power, communications, and HVAC piping will be installed as required for the building design.
- e. **Site Features:** Walkway system, landscaping, and other elements will be constructed as required for the building design.

2. **ARCHITECTURAL:**

- a. **Addition:** Construction of a new classroom/laboratory addition in the courtyard of the existing Jason Technology Center. The addition will total approximately 4800 sq ft, and will include 2 new instructional laboratories serving approximately 24 students each. Laboratories will be served by an adjoining work/preparation room.
- b. **Renovations:** Demolition and renovation of the existing preparation room into a corridor for access to the new addition. Renovation of existing corridor area to provide secure egress from the courtyard to the building exterior. Renovations will total approximately 500 sq ft.
- c. **Construction - Exterior:** In general, the project will be constructed of cast-in-place concrete foundations and floor slabs on grade, cold-formed light gage metal framing and roof trusses, brick veneer and metal wall panels, standing-seam metal and EPDM membrane roofing systems, and aluminum storefront and entrances.
- d. **Construction - Interior:** The project interior construction will include cold-formed light gage metal partitions, gypsum wallboard, paint and other finishes, carpet, resilient sheet flooring, doors and hardware, acoustical panel ceiling and grid systems, casework, trim, and other items.

3. MECHANICAL

- a. Fume Hood Exhaust System: Provide fume hood exhaust system for each Lab and Prep room.
 - 1) Labs: Provide a pressure independent exhaust system for each Lab. Each exhaust system shall consist of a manifold ducted collection system (stainless steel) with each Fume hood connected with a venturi air valve (similar to Phoenix Controls). Utility fan, located in the attic space shall be for each collection system and discharge exhaust through the roof at a proper discharge height. Fans shall have variable speed drives (VFDs) for modulate exhaust airflow (dependent on how many air vent for open) to maintain a constant static duct static pressure.
 - 2) Prep: Provide constant volume exhaust system for Prep Room's fume hood. System shall consist of Stainless Steel ductwork, utility fan, located in the attic space and discharges exhaust through the roof at a proper discharge height.
 - 3) Any chemical storage cabinets that need venting shall be connect to one of the system describe above.
- b. Ventilation/ Make-up : Provide a 100% outside air handler located on the roof to provide conditioned ventilation and make-up air to each room. Unit's fan shall be operate on variable speed drives (VFDs) to modulate air flow to maintain Lab/ Prep room at negative pressure to adjacent spaces. Unit's airflow shall not modulate below code required ventilation rate. A barometric damper ducted from each space to the outside shall be provided to prevent over pressurizing the building. Ventilation air shall be conditioned by hot water and chilled water extended from the building's existing systems. Provide minimum 26 gauge ductwork supply and return/exhaust insulated.
- c. Heating and Cooling: Provide a variable refrigerant volume system consisting of ceiling cassettes (2 per Lab and 1 per prep room), refrigerant piping, branch selector boxes and outdoor inverter heat recovery unit. (total capacity of 15 tons). All condensate shall be extended to new storm or exterior down spouts.
- d. Provide ceiling radiation panels over large windows with hot water circulation.
- e. Controls: Provide a complete system of Direct Digital Controls to monitor and operate all new exhaust fans, make-up air unit, and variable refrigerant volume system. Controls shall monitor room pressurizations and be an extension of the existing BMS. System shall be Siemens controls.

4. PLUMBING

- a. Service Water: Service (hot and cold) water piping shall be extended from the existing building systems to each fixture and fume hood (as required). Existing building hot water return system shall to extend to the farthest fixture in each Lab. All service water piping shall be copper for potable water and the insulation as required by code.

- b. Lab Services: All Lab service piping, which includes natural gas, compress air, vacuum shall be extended from the existing building systems to each fume hood and/or workstation as required.
- c. Emergency natural gas shut-off switch shall be provided at the entrance of each room.
- d. Fixtures: Each sink shall be provided with a manual operated faucet with a vacuum break gooseneck spout.
- e. Emergency safety shower/ eyewash shall be provided in each Lab. Each safety shower shall have a thermal mixing valve to provide tempered water. Floor drains shall be provided under each shower (refer to sanitary/ vent section).
- f. Sanitary/ Vent: Existing sanitary is located under where the new addition shall be modified as follows:
 - 1) Remove existing manhole.
 - 2) Replace existing 6" sanitary (terra cotta) from existing building and extend to opposite side of addition. Provide clean-out at grade outside the west side of the addition.
 - 3) Disconnect and re-connect existing 4" sanitary from adjacent building to the new 6" sanitary. Provide a clean-out in the existing 4" sanitary on grade outside the north side of addition.
 - 4) Remove existing Containment/Dilution Tank, to avoid new addition. Disconnect and re-connect existing 4" sanitary from the existing Labs as required. Provide new discharge piping to new 6" sanitary.
- g. Each sink shall be piped to an under-bench dilution tank/ trap (similar to Orion Fittings 'Style 8'). Where sink configuration allows, a common tank shall be used for multiple sinks. Dilution tanks discharge (sanitary) shall be manifolded and extended to the new 6" sanitary described above.
- h. Polypropylene acid waste drainage piping shall be used for all sanitary piping before dilution tank.
- i. Floor drains shall be provided under each safety shower and as requested by owner. Drain shall be the piping to new 6" sanitary.
- j. Each dilution tank and floor drain shall be vented to a manifold system above the ceiling. Vent system shall have a single termination though the roof.

5. ELECTRICAL

- a. General: The following is a preliminary electrical scope document for the proposed Jason Technology Center, Lab Addition.

- b. Refer to architectural, mechanical, scope specifications for general information regarding general room layouts, equipment arrangements and mechanical equipment information.
- c. Electrical Service: The existing lab building electrical service is adequate to handle the new lab addition.
- d. A new 400A, three phase, 480volt electrical service will be extended to the area of the new lab addition.
- e. A new MCC will be provided to provide power requirement for hood exhaust fans, Ventilation units and Heating and Air Conditioning systems and other major pieces of equipment.
- f. Electrical Distribution: The electrical distribution will consist of a 150KVA transformer fed from the MCC. The transformer will in turn feed a 400A distribution panel for 120/208 volt power requirements.
- g. The 150 KVA transformers will feed 120/208-volt power panels that will power miscellaneous utilization equipment and receptacles throughout the facility. The 150 KVA transformer will provide power to (2) 200A panels. One panel dedicated to each lab/prep area.
- h. Each lab will be equipped with power shut down capabilities. The power shut down will disconnect power to electrical receptacles and equipment.
- i. Emergency Power: Emergency and Exit lighting will be provided through the use of individual self-contained battery units installed throughout the facility as required. The fire alarm system shall have a battery back-up as required.
- j. Lighting: Lighting in the new lab addition will be provided by recessed fluorescent light fixtures utilizing T-5 lamps and electronic ballast.
- k. Lighting Control: Lighting control will be provided by using local light switches. For energy savings motion detectors will be used in area where practical.
- l. Fire Alarm: A fire alarm system will be installed throughout the new facility. The existing building fire alarm system will be extended to accommodate the new addition. It shall be a fully point addressable, voice alarm system with intelligent analog detectors.
- m. The operation of any smoke detector, sprinkler water flow device, or manual fire alarm shall automatically activate a voice alarm system. Activation of the system shall automatically sound an alert signal of the desired areas.
- n. Activation of the system shall automatically shut down all HVAC equipment over 2000 cfm. Duct smoke detectors are to be installed as required.
- o. Manual pull stations shall be installed at all building exits.

- p. The system shall be continuously electrically supervised against component failure.

6. FIRE PROTECTION

a. Sprinklers:

- 1) An automatic wet pipe sprinkler system shall be installed throughout the building in accordance with NFPA and all state and local codes.
- 2) The sprinkler system will be designed on occupancy in accordance with the requirements of NFPA and all state and local codes. Sprinkler piping shall be Schedule 40 piping.
- 3) Sprinkler system shall be connected to existing and distributed throughout the building as shown and specified.

7. DISPLAY AND DATA TECHNOLOGY

a. Display Technology In Laboratories:

- 1) The two (2) new laboratory spaces included in this renovation will function both as collaborative work spaces, and as instructional presentation spaces in which educational presentations will be enhanced by audiovisual technology systems. Both rooms shall be outfitted with a data/video front projection system along with an audio reinforcement system. Source selection, system input, and digital annotation will be available at the teaching location. A small equipment rack shall be located at the front of each laboratory space to house all AV system sources, components, and connections.
- 2) Visual presentation material will be displayed by means of a ceiling mounted front projection system, excluding a projection screen. Images shall be displayed directly on a painted wall. Wall color and paint type shall be coordinated to optimize the performance of this projection system. Any source shall be able to be routed to the projector. Program audio will be provided via ceiling-mounted loudspeaker(s). Voice reinforcement shall also be made available through a wireless lapel microphone. The presentation system will be controllable by a single handheld push-button remote control, to make AV system control possible while wearing gloves. This remote will control all system components through a central control processor. Unique infrastructure requirements for this space include a multi-service floor box to be located at the instructor's desk to provide connectivity for desktop components.

b. Telecommunications Structured Cabling:

- 1) The Telecommunications Structured Cabling systems to be specified shall extend the current campus voice and data connectivity to the two (2) Laboratory spaces and the two (2) Preparation rooms included in this renovation. The Structured Cabling System will include cabling,

- infrastructure, pathways, terminations and hardware, as well as grounding and bonding for all voice and data locations.
- 2) Each laboratory space shall feature data outlet wall plates at regular intervals, approximately six feet (6') to eight feet (8') apart on each wall of the space, for the connection of owner-furnished student computer workstations to the campus LAN. One (1) additional data outlet location shall be provided in each Laboratory for connection of an owner-furnished printer. Each data outlet wall plate shall consist of a single-gang wall plate with four (4) female RJ45 jacks, and electrical conduit stubbed up to above finished ceiling.
 - 3) Additional telecommunications floorbox infrastructure will be provided for data cabling at each student work table in the Laboratory spaces. Conduit from these floorbox locations shall stub up to above finished ceiling. Data cabling at each of the student work tables shall be terminated in female RJ45 outlet jacks mounted directly to the furniture, beneath a protective lip to prevent damage from liquid spills. Each student work table will require four (4) furniture-mounted data outlets.
 - 4) Each laboratory and preparation room will also feature one (1) wall telephone location, and each laboratory will include one (1) emergency phone location. These telephone locations shall include a single-gang wall plate with one (1) female RJ45 jack. Electrical conduit from these locations shall stub up to above finished ceiling.
 - 5) All data and voice cabling shall be Category 6, four-pair unshielded twisted pair cabling, per campus standards. All station cabling in the Laboratory and Preparation Rooms shall be routed to the existing two-post telecommunications rack located in the open storage room on the Mezzanine level of the Jason Building, approximately 100 feet to the south-west of the Laboratories. All Category 6 cabling shall follow the existing suspended non-continuous cable support pathway from this two-post rack to the existing corridor outside of Biology Lab 119, where it shall be routed to the new laboratory spaces using the existing twelve-inch (12") ladder rack located AFC in this corridor. New ladder rack shall be specified for the new corridor leading to the Preparation and Laboratory rooms, and station cabling shall be routed from this new ladder rack to the stubbed conduit with a suspended non-continuous cable support pathway. Additional cabling shall be specified for two (2) OFE wireless access point locations.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 WORK PHASES/SEQUENCING

- A. Construction is expected to commence on or about 02 May of 2012 and continue through substantial completion on or about 15 August 2012. The general contractor shall take all appropriate precautions to protect the property and occupants of the adjacent buildings during construction operations when the adjacent buildings are occupied.

1.6 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
 - 1. No additional or related Contracts have been identified at this time.

1.7 USE OF PREMISES

- A. General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings or determined after award of contract.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to those areas as needed to complete the work.
 - a. Limit site disturbance, including earthwork and clearing of vegetation, to 20 feet (6.1 m) beyond building perimeter; 10 feet (3 m) beyond surface walkways, patios, surface parking, and utilities less than 12 inches (300 mm) in diameter; 15 feet (4.5 m) beyond primary roadway curbs and main utility branch trenches; and 25 feet (7.6 m) beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
- C. Site Access: The Addition site is located within a fully enclosed courtyard in the Jason Technology Center. Access will be through adjacent egress area via opposing pairs of double doors, approximately 60 inches wide by 84 inches high. Owner anticipates temporarily dedicating this access to Contractor use during construction. Items and materials not able to be moved through this access point must be lifted over the adjoining building into the courtyard. Contractor must coordinate all truck, crane, or pump boom deliveries with Owner in advance to determine acceptable times and locations. Contractor will be responsible for returning any damaged items or areas, including site access, to original condition.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Before Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except as otherwise indicated or negotiated with the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than five business days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Nonsmoking Building: Smoking is not permitted within the building or within the building site.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor.

Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000