

LAUREL ELEMENTARY SCHOOL

LAUREL, DELAWARE
JANUARY 2016

OWNER

LAUREL SCHOOL DISTRICT
1160 SOUTH CENTRAL AVENUE
LAUREL, DELAWARE 19956

ARCHITECT

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PROJECT NO
2013102.00

CONSTRUCTION MANAGER

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Title Page/Consultants Directory

By

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Richard Bailey

SECTION 000110 – TABLE OF CONTENTS**VOLUME I**

DIVISION 00 – CONTRACT REQUIREMENTS**INTRODUCTORY INFORMATION**

000101	TITLE PAGE/CONSULTANT DIRECTORY
000110	TABLE OF CONTENTS
000115	LIST OF DRAWINGS
001116	ADVERTISEMENT FOR BID

PROCUREMENT INFORMATION

002113	INSTRUCTIONS TO BIDDERS
004126	BID FORMS INCLUDING: BID FORM SUB LISTING NON-COLLUSION STATEMENT
004313	STATE OF DELAWARE BID BOND

CONTRACTING INFORMATION

005226	AGREEMENT INCLUDING STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA A132 – 2009)
006113.13	STATE OF DELAWARE PERFORMANCE BOND FORM
006113.16	STATE OF DELAWARE PAYMENT BOND FORM
006276	APPLICATION OF PAYMENT (SAMPLE AIA G702 & G703)
006276	MONTHLY REQUISITION & CONTINUATION SHEET (AIA G732-2009 & G703-1992)
006300	STANDARD FORMS CERTIFICATES AND MODIFICATION FORMS
007226	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA A232-2009)
007300	SUPPLEMENTARY GENERAL CONDITIONS A232-2009 INCLUDING ATTACHMENT “A” CONSTRUCTION MANAGER GENERAL CONDITIONS
007346	DELAWARE PREVAILING WAGE RATES
007316	INSURANCE INCLUDING SAMPLE CERTIFICATE OF INSURANCE
008000	GENERAL REQUIREMENTS
008050	REGULATIONS FOR DRUG TESTING ON STATE OF DELAWARE PUBLIC WORKS PROJECT
008114	DRUG TESTING FORMS
009300	REFERENCE MATERIALS GEOTECHNICAL REPORT (BORING LOGS) PAYROLL REPORT FORM

DIVISION 01 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011200	MULTIPLE CONTRACT SUMMARY
011216	ALTERATION PROJECT PROCEDURES
011400	WORK RESTRICTIONS
012000	PRICE AND PAYMENT PROCEDURES
012100	ALLOWANCES
012200	UNIT PRICES
012300	ALTERNATES
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEEDURES
012973	SCHEDULE OF VALUES
013100	PROJECT MANAGEMENT AND COORDINATION
013113	PROJECT COORDINATION

013216	CONSTRUCTION SCHEDULE
013233	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013319	FIELD ENGINEERING
013500	SAFETY
014000	QUALITY CONTROL
014100	REGULATORY REQUIREMENTS
014200	REFERENCES
014219	REFERENCE STANDARDS
015000	TEMPORARY CONSTRUCTION UTILITIES, FACILITIES & CONTROLS
016000	MATERIALS AND EQUIPMENT PRODUCT REQUIREMENTS
017000	CONTRACT CLOSEOUT
017419	CONSTRUCTION WASTE MANAGEMENT
017500	FACILITY STARTUP/COMMISSIONING
017700	CLOSEOUT PROCEDURES
017836	WARRANTIES

VOLUME II

DIVISION 03 - CONCRETE

033000	CAST-IN-PLACE CONCRETE
--------	------------------------

DIVISION 04 - MASONRY

042000	UNIT MASONRY
047200	CAST STONE
047300	CAST STONE CONCRETE MASONRY VENEER

DIVISION 05 - METALS

051200	STRUCTURAL STEEL
051213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL
052100	STEEL JOIST FRAMING
053100	STEEL DECK
054000	COLD-FORMED METAL FRAMING
054400	PRE-ENGINEERED, PRE-FABRICATED COLD-FORMED STEEL TRUSSES
055000	METAL FABRICATIONS
055100	METAL STAIRS
055213	PIPE AND TUBE RAILINGS
057500	DECORATIVE FORMED METAL

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

061000	ROUGH CARPENTRY
064023	INTERIOR ARCHITECTURAL WOODWORK

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

071113	BITUMINOUS DAMPPROOFING
071326	SELF-ADHERING SHEET WATERPROOFING
072100	THERMAL INSULATION
072110	INSULATING AIR BARRIER SYSTEM
074113	STANDING SEAM ROOF PANELS
074213	METAL WALL PANELS
074213.23	METAL COMPOSITE PANELS
075323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

076200	FLASHING AND SHEET METAL
077200	ROOF ACCESSORIES
078413	PENETRATION FIRESTOPPING
078446	FIRE-RESISTIVE JOINT SYSTEMS
079200	JOINT SEALANTS
079500	EXPANSION CONTROL

DIVISION 08 - OPENINGS

081113	HOLLOW METAL DOORS AND FRAMES
081416	FLUSH WOOD DOORS
083113	ACCESS DOORS AND FRAMES
083323	OVERHEAD COILING DOORS
083326	OVERHEAD COILING GRILLE
084113	ALUMINUM ENTRANCES AND STOREFRONTS
084413	GLAZED ALUMINUM CURTAIN WALLS
087100	DOOR HARDWARE
088000	GLAZING
088113	DECORATIVE GLASS AND GLAZING
089000	LOUVERS AND VENTS
089180	FIRE-RATED GLAZED STEEL CURTAIN WALL

DIVISION 09 - FINISHES

092910	GYPSUM BOARD ASSEMBLIES
093000	TILING
095113	ACOUSTICAL PANEL AND SPECIALTY CEILINGS
096513	RESILIENT WALL BASE AND ACCESSORIES
096516	RESILIENT SHEET FLOORING
096519	RESILIENT TILE FLOORING
096623	RESINOUS MATRIX TERRAZZO STAIR TREADS AND LANDINGS
096723	RESINOUS FLOORING
096815	CARPET
098413	FABRIC-WRAPPED ACOUSTICAL PANELS
098430	WOOD VENEER WALL PANELS
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING
099600	HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

101100	VISUAL DISPLAY SURFACES
101200	DISPLAY CASES
101400	SIGNAGE
101900	CUBICLE TRACKS, HARDWARE & CURTAINS
102113	TOILET COMPARTMENTS
102800	TOILET, BATH AND LAUNDRY ACCESSORIES
104161	SITE LED SIGNS
104200	PLAQUES
104400	FIRE EXTINGUISHER AND DEFIBRILLATOR CABINETS
105113	METAL LOCKERS
105301	PREFABRICATED HANGER ROD CANOPIES
105613	METAL STORAGE SHELVING AND CABINETS
107500	FLAGPOLES

DIVISION 11 - EQUIPMENT

113100	RESIDENTIAL APPLIANCES
113200	COMMERCIAL APPLIANCES

114000	FOOD SERVICE EQUIPMENT
115213	PROJECTION SCREENS
116143	STAGE CURTAINS
116624	ATHLETIC EQUIPMENT

DIVISION 12 - FURNISHINGS

122113	HORIZONTAL LOUVER BLINDS
122413	ROLLER WINDOW SHADES
123200	MANUFACTURED WOOD CASEWORK - GENERAL
123211	LITERATURE DISTRIBUTION EQUIPMENT
123280	MEDIA SHELVING AND CASEWORK
129300	SITE FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

130850	SOUND ISOLATION
--------	-----------------

DIVISION 14 – CONVEYING EQUIPMENT

142400	HYDRAULIC ELEVATORS
--------	---------------------

VOLUME III

DIVISION 21 - FIRE PROTECTION

210000	FIRE SUPPRESSION
211300	FIRE SUPPRESSION SPRINKLER SYSTEMS
213000	FIRE PUMPS

DIVISION 22 - PLUMBING

220000	PLUMBING
220500	COMMON WORK RESULTS FOR PLUMBING
220593	TESTING – PLUMBING
220594	BALANCING – PLUMBING
220700	PLUMBING INSULATION
221000	PLUMBING PIPING
221113	FACILITY WATER DISTRIBUTION
221300	FACILITY SANITARY STORM SEWERAGE
221313	FACILITY SANITARY SEWERS
223000	PLUMBING EQUIPMENT
224200	COMMERCIAL PLUMBING FIXTURES

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

230000	HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
230500	COMMON WORK RESULTS FOR HVAC
230523	GENERAL DUTY FOR HVAC PIPING
230548	VIBRATION & SEISMIC CONTROLS FOR HVAC
230593	TESTING, ADJUSTING & BALANCING FOR HVAC
230700	HVAC INSULATION
230900	INSTRUMENTATION AND CONTROL FOR HVAC
231000	FACILITY FUEL SYSTEMS
232000	HVAC PIPING AND PUMPS
232113.13	UNDERGROUND HYDRONIC PIPING
232500	HVAC WATER TREATMENT
233000	HVAC AIR DISTRIBUTION
233400	HVAC FANS
234000	HVAC AIR CLEANING DEVICES

235100	BREECHINGS, CHIMNEYS AND STACKS
235200	HEATING BOILERS
236400	PACKAGED WATER CHILLERS
237200	AIR HANDLING EQUIPMENT
238226	INDUCTION UNITS
238229	RADIATORS
238300	RADIANT HEATING UNITS

DIVISION 26 - ELECTRICAL

260000	ELECTRICAL
260500	COMMON WORK RESULTS FOR ELECTRICAL
260519.01	DISTRIBUTION CIRCUITS
260519.02	FEEDER CIRCUITS
260519.03	BRANCH CIRCUITS
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS & SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260533.16	BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
260573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
260583	WIRE CONNECTIONS
261200	MEDIUM VOLTAGE AND LOW-VOLTAGE TRANSFORMERS
261300	MEDIUM VOLTAGE SWITCH GEAR
262000	LOW-VOLTAGE ELECTRICAL TRANSMISSION
262116	LOW-VOLTAGE UNDERGROUND ELECTRICAL SERVICE ENTRANCE
262413	SWITCHBOARDS
262416	PANELBOARDS
262726	WIRING DEVICES
262816.13	ENCLOSED SWITCHES
262816.16	ENCLOSED CIRCUIT BREAKERS
262900	LOW-VOLTAGE CONTROLLERS
263200	PACKAGED GENERATOR ASSEMBLIES
263600	TRANSFER SWITCHES
264113	LIGHTNING PROTECTION FOR STRUCTURES
265000	LIGHTING
265629	SITE LIGHTING
266000	ELEVATOR ELECTRICAL SYSTEMS

DIVISION 27 – COMMUNICATIONS

270500	TELECOMMUNICATIONS PATHWAYS AND SPACES
271000	STRUCTURED CABLING
272000	NETWORK EQUIPMENT (STATE CONTRACT)
273000	TELEPHONE EQUIPMENT (STATE CONTRACT)
274000	VIDEO DISTRIBUTION EQUIPMENT (STATE CONTRACT)
274100	AUDIO VISUAL AND SOUND SYSTEMS
275000	INTERCOM AND CLOCKS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

281000	INTRUSION AND ACCESS CONTROL SYSTEMS
282000	VIDEO SURVEILLANCE SYSTEM
282600	ELECTRONIC PERSONAL PROTECTION SYSTEMS
283111	DIGITAL, ADDRESSABLE FIRE ALARM SYSTEMS

DIVISION 31 - EARTHWORK

311000	SITE CLEARING
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312000	EARTH MOVING
312319	DEWATERING
313116	TERMITE CONTROL
315000	EXCAVATION SUPPORT AND PROTECTION

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216	ASPHALT PAVING
321313	CONCRETE PAVING
321373	CONCRETE PAVING JOINT SEALANTS
323113	CHAIN LINK FENCES AND GATES
329200	TURF AND GRASSES
329300	LANDSCAPE ARCHITECTURE

DIVISION 33 - UTILITIES

330500	COMMON WORK RESULTS FOR UTILITIES
334100	STORM UTILITY DRAINAGE PIPING
334600	SUBDRAINAGE
337119.13	ELECTRICAL MANHOLES
337119.14	ELECTRICAL HANDHOLES

END TABLE OF CONTENTS

SECTION 000115 - LIST OF DRAWING SHEETS

GENERAL

G001	COVER SHEET - VOLUME 1
G100	OVERALL FIRST AND SECOND FLOOR LIFE SAFETY PLANS AND CODE SUMMARY
G101A	FIRST FLOOR LIFE SAFETY PLAN
G101B	SECOND FLOOR LIFE SAFETY PLAN

CIVIL

C001	COVER SHEET
C101	EXISTING CONDITIONS PLAN
C201	OVERALL SIGNAGE, STRIPPING & SITE PLAN
C301	UTILITIES PLAN
C302	UTILITIES SCHEDULE
C401	GRADING PLAN
C503	SEDIMENT AND STORMWATER NOTES & DETAILS
C504	SEDIMENT AND STORMWATER NOTES & DETAILS
C601	PRELIMINARY ENTRANCE PLAN
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS

STRUCTURAL

S001	COVER SHEET
S003	PROJECT SCHEDULES
S101	OVERALL FOUNDATION PLAN
S101A	FOUNDATION PLAN - AREA A
S101B	FOUNDATION PLAN - AREA B
S101C	FOUNDATION PLAN - AREA C
S101D	FOUNDATION PLAN - AREA D
S101E	FOUNDATION PLAN - AREA E
S102	OVERALL SECOND FLOOR FRAMING PLAN
S102A	SECOND FLOOR FRAMING PLAN - AREA A
S102B	SECOND FLOOR FRAMING PLAN - AREA B
S102C	SECOND FLOOR FRAMING PLAN - AREA C
S102D	SECOND FLOOR FRAMING PLAN - AREA D
S102E	SECOND FLOOR FRAMING PLAN - AREA E
S103	OVERALL ROOF FRAMING PLAN
S103A	ROOF FRAMING PLAN - AREA A
S103B	ROOF FRAMING PLAN - AREA B
S103C	ROOF FRAMING PLAN - AREA C
S103D	ROOF FRAMING PLAN - AREA D
S103E	ROOF FRAMING PLAN - AREA E
S501	TYPICAL FOUNDATION DETAILS
S502	TYPICAL FOUNDATION DETAILS
S503	FOUNDATION SECTIONS AND DETAILS
S511	TYPICAL FRAMING DETAILS
S512	FRAMING SECTIONS AND DETAILS

ARCHITECTURAL

A101	OVERALL FIRST FLOOR PLAN
A101A	FIRST FLOOR PLAN - AREA A
A101B	FIRST FLOOR PLAN - AREA B
A101C	FIRST FLOOR PLAN - AREA C

A101D	FIRST FLOOR PLAN - AREA D
A101E	FIRST FLOOR PLAN - AREA E
A102	OVERALL SECOND FLOOR PLAN
A102A	SECOND FLOOR PLAN - AREA A
A102B	SECOND FLOOR PLAN - AREA B
A102C	SECOND FLOOR PLAN - AREA C
A102D	SECOND FLOOR PLAN - AREA D
A102E	SECOND FLOOR PLAN - AREA E
A103	ROOF PLAN
A104A	FIRST FLOOR REFLECTED CEILING PLAN - AREA A
A104B	FIRST FLOOR REFLECTED CEILING PLAN - AREA B
A104C	FIRST FLOOR REFLECTED CEILING PLAN - AREA C
A104D	FIRST FLOOR REFLECTED CEILING PLAN - AREA D
A104E	FIRST FLOOR REFLECTED CEILING PLAN - AREA E
A105	OVERALL SECOND FLOOR REFLECTED CEILING PLAN
A105D	SECOND FLOOR REFLECTED CEILING PLAN - AREA D
A105E	SECOND FLOOR REFLECTED CEILING PLAN - AREA E
A108	ALTERNATES 1A & 1B
A203	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A302	BUILDING SECTIONS
A303	BUILDING SECTIONS
A304	BUILDING SECTIONS
A305	BUILDING SECTIONS
A306	WALL SECTIONS
A307	WALL SECTIONS
A402	ENLARGED STAIR PLANS AND SECTIONS
A403	ENLARGED STAIR PLANS AND SECTIONS
A404	ENLARGED STAIR PLANS AND SECTIONS
A405	SITE STRUCTURES AND DETAILS
A501	WALL TYPES
A602	FINISH SCHEDULE LEGEND
A604	DOOR AND WINDOW TYPES
A605	DOOR DETAILS
A701	INTERIOR ELEVATIONS - TYPICAL CLASSROOM
A702	INTERIOR ELEVATIONS - KINDERGARTEN
A703	INTERIOR ELEVATIONS - KINDERGARTEN
A704	INTERIOR ELEVATIONS - ADMINISTRATION
A705	INTERIOR ELEVATIONS - SPECIAL EDUCATION AND HEALTH
A706	INTERIOR ELEVATIONS - GYMNASIUM & CAFETERIA
A707	INTERIOR ELEVATIONS - ART AND MUSIC
A709	INTERIOR ELEVATIONS - CORRIDORS
A710	INTERIOR ELEVATIONS - CORRIDOR

KITCHEN

K101	OVERALL FIRST FLOOR PLAN
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GENERAL

G002	COVER SHEET - VOLUME 2
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FIRE PROTECTION

FP101	OVERALL FIRST FLOOR PLAN FIRE PROTECTION
FP102	PARTIAL SECOND FLOOR PLAN FIRE PROTECTION

PLUMBING

P000	LEGEND PLUMBING
P101A (US)	FIRST FLOOR PLAN - AREA A - UNDER SLAB SANITARY & STORM PLUMBING
P101A	FIRST FLOOR PLAN - AREA A - PLUMBING
P101B (US)	FIRST FLOOR PLAN - AREA B - UNDER SLAB SANITARY & STORM PLUMBING
P101B	FIRST FLOOR PLAN - AREA B - PLUMBING
P101C (US)	FIRST FLOOR PLAN - AREA C - UNDER SLAB SANITARY & STORM PLUMBING
P101C	FIRST FLOOR PLAN - AREA C - PLUMBING
P101D (US)	FIRST FLOOR PLAN - AREA D - UNDER SLAB SANITARY & STORM PLUMBING
P101D	FIRST FLOOR PLAN - AREA D - PLUMBING
P101E (US)	FIRST FLOOR PLAN - AREA E - UNDER SLAB SANITARY & STORM PLUMBING
P101E	FIRST FLOOR PLAN - AREA E - PLUMBING
P102A	SECOND FLOOR PLAN - AREA A - PLUMBING
P102C	SECOND FLOOR PLAN - AREA C - PLUMBING
P102D	SECOND FLOOR PLAN - AREA D - PLUMBING
P102E	SECOND FLOOR PLAN - AREA E - PLUMBING
P103	ROOF PLAN PLUMBING
P500	DETAILS PLUMBING
P501	DETAILS PLUMBING
P600	SCHEDULE PLUMBING

MECHANICAL

M101A	FIRST FLOOR PLAN - AREA A - DUCTWORK MECHANICAL
M101B	FIRST FLOOR PLAN - AREA B - DUCTWORK MECHANICAL
M101C	FIRST FLOOR PLAN - AREA C - DUCTWORK MECHANICAL
M101D	FIRST FLOOR PLAN - AREA D - DUCTWORK MECHANICAL
M101E	FIRST FLOOR PLAN - AREA E - DUCTWORK MECHANICAL
M102A	SECOND FLOOR PLAN - AREA A - DUCTWORK MECHANICAL
M102C	SECOND FLOOR PLAN - AREA C - DUCTWORK MECHANICAL
M102D	SECOND FLOOR PLAN - AREA D - DUCTWORK MECHANICAL
M102E	SECOND FLOOR PLAN - AREA E - DUCTWORK MECHANICAL
MP101A	FIRST FLOOR PLAN - AREA A - PIPING MECHANICAL
MP101B	FIRST FLOOR PLAN - AREA B - PIPING MECHANICAL
MP101C	FIRST FLOOR PLAN - AREA C - PIPING MECHANICAL
MP101D	FIRST FLOOR PLAN - AREA D - PIPING MECHANICAL
MP101E	FIRST FLOOR PLAN - AREA E - PIPING MECHANICAL
MP102E	SECOND FLOOR PLAN AREA E - PIPING MECHANICAL
MP102D	SECOND FLOOR PLAN AREAS C & D - PIPING MECHANICAL
M500	DETAILS MECHANICAL
M501	DETAILS MECHANICAL
M502	DETAILS MECHANICAL
M600	SCHEDULES MECHANICAL
M601	SCHEDULES MECHANICAL
M700	SITE PLAN MECHANICAL

ELECTRICAL

E000	LEGEND & SCHEDULES ELECTRICAL
EL101A	FIRST FLOOR PLAN AREA A - LIGHTING ELECTRICAL
EL101B	FIRST FLOOR PLAN AREA B - LIGHTING ELECTRICAL
EL101C	FIRST FLOOR PLAN AREA C - LIGHTING ELECTRICAL
EL101D	FIRST FLOOR PLAN AREA D - LIGHTING ELECTRICAL
EL101E	FIRST FLOOR PLAN AREA E - LIGHTING ELECTRICAL
EL102A	SECOND FLOOR PLAN AREA A - LIGHTING ELECTRICAL
EL102C	SECOND FLOOR PLAN AREA C - LIGHTING ELECTRICAL
EL102D	SECOND FLOOR PLAN AREA D - LIGHTING ELECTRICAL
EL102E	SECOND FLOOR PLAN AREA E - LIGHTING ELECTRICAL

EP101A	FIRST FLOOR PLAN AREA A - POWER ELECTRICAL
EP101B	FIRST FLOOR PLAN AREA B - POWER ELECTRICAL
EP101C	FIRST FLOOR PLAN AREA C - POWER ELECTRICAL
EP101D	FIRST FLOOR PLAN AREAD - POWER ELECTRICAL
EP101E	FIRST FLOOR PLAN AREA E - POWER ELECTRICAL
EP102A	SECOND FLOOR PLAN AREA A - POWER ELECTRICAL
EP102C	SECOND FLOOR PLAN AREA C - POWER ELECTRICAL
EP102D	SECOND FLOOR PLAN AREA D - POWER ELECTRICAL
EP102E	SECOND FLOOR PLAN AREA E - POWER ELECTRICAL
E500	DETAILS ELECTRICAL
E501	DETAILS ELECTRICAL
E600	SCHEDULES ELECTRICAL
E700	SITE PLAN ELECTRICAL

TECHNOLOGY

T000	TECHNOLOGY NOTES AND SYMBOLS
T001	TECHNOLOGY SITE PLAN
T101	OVERALL FIRST FLOOR PLAN
T101A	FIRST FLOOR PLAN AREA A
T101B	FIRST FLOOR PLAN AREA B
T101C	FIRST FLOOR PLAN AREA C
T101D	FIRST FLOOR PLAN AREA D
T101E	FIRST FLOOR PLAN AREA E
T102	OVERALL SECOND FLOOR PLAN
T102A	SECOND FLOOR PLAN AREA A
T102B	SECOND FLOOR PLAN AREA B
T102C	SECOND FLOOR PLAN AREA C
T102D	SECOND FLOOR PLAN AREA D
T102E	SECOND FLOOR PLAN AREA E
T400	MAIN TELECOM ROOM DETAILS
T401	FIRST FLOOR TELECOM ROOM DETAILS
T402	SECOND FLOOR TELECOM ROOM DETAILS
T403	TECHNOLOGY PATHWAYS
T404	TECHNOLOGY FACEPLATES
T405	TECHNOLOGY A/V WIRING
T406	INTERCOM AND CLOCK SYSTEMS
T407	CAFETERIA A/V SYSTEM
T408	GYMNASIUM SOUND SYSTEM
TY000	SECURITY NOTES AND SYSTEMS
TY001	SECURITY SITE PLAN
TY101	OVERALL FIRST FLOOR PLAN
TY101A	FIRST FLOOR AREA A
TY101B	FIRST FLOOR AREA B
TY101C	FIRST FLOOR AREA C
TY101D	FIRST FLOOR AREA D
TY101E	FIRST FLOOR AREA E
TY102	OVERALL SECOND FLOOR PLAN
TY102A	SECOND FLOOR AREA A
TY102B	SECOND FLOOR AREA B
TY102C	SECOND FLOOR AREA C
TY102D	SECOND FLOOR AREA D
TY102E	SECOND FLOOR AREA E
TY400	ACCESS AND INTRUSION SYSTEMS
TY401	CCTV SYSTEM

SECTION 001116 – ADVERTISEMENT FOR BID

Public notice is hereby given that sealed bids for **Project No. 2013102.00**, will be received by the State of Delaware, Laurel School District, at the **Laurel Middle-High School located at 1131 South Central Avenue, Laurel, Delaware 19956 until 2:00 pm local time on March 22, 2016**, at which time they will be publicly opened and read aloud in the Cafeteria. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves new construction of a 153,963 sq.ft. Laurel Elementary School with associated site improvements. This is a construction management project. Bids are to be for the following contracts:

A-1: Site Work	A-10: Acoustical Work
A-2: Concrete Work	A-11: Floor Covering Work
A-3: Masonry Work	A-12: Caulking/Painting
A-4: Steel Work	A-13: Casework
A-5: Carpentry & General Work	A-14: Kitchen Equipment
A-6: Roofing Work	A-15: Mechanical
A-7: Furnish Hollow Metal/Doors/Hardware	A-16: Sprinkler System
A-8: Aluminum Storefront/Windows/Glass & Glazing	A-17: Electrical
A-9: Drywall/Metal Stud	

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

A **MANDATORY** Pre-Bid Meeting will be held on February 25, 2016, at 4:00 pm at the **Laurel Middle-High School located at 1131 South Central Avenue, Laurel, Delaware 19956** in the cafeteria for the purpose of establishing the listing of subcontractors and to answer questions. All representatives must be employed by the company you are representing. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to Laurel School District, Attn: Superintendent Shawn Larrimore. The outer envelope should clearly indicate: "**Laurel Elementary School Project No. 2013102.00, Company Name, Contract you are bidding, SEALED BID - DO NOT OPEN.**"

Construction documents will be available for review at the following locations: Richard Y Johnson & Son Inc., and Delaware Contractors Association. Contract documents may be purchased at DiCarlo Printers, located at 2006 Northwood Drive, Salisbury MD, 21801. Electronic documents may be purchased at the office of Richard Y. Johnson & Son, Inc. for \$35. It is the responsibility of each bidder to review and coordinate all project documents. This includes plans, specifications and addendums. All documents will be available on February 25, 2016.

Questions should be directed to the Construction Manager, Richard Y. Johnson & Son, Inc. in writing only. The fax number is (302) 422-4696. Email questions too Attn: Don Zook (dzook@ryjison.com) or Jesse Dixon (jdixon@ryjison.com).

A bid security in the amount of 10% of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Laurel School District, 1160 South Central Ave., Laurel, DE 19956.

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

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

- 2.3 JOINT VENTURE REQUIREMENTS
- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- ### 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 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

BID FORM

For Bids Due: March 22, 2016

To: Laurel School District
Attn: Superintendent Shawn Larrimore

Contracts

Clearly Mark Contract you are bidding (Only 1 contract per bid form)

For Bid Package A:

- | | | | |
|--------------------------------------|---|---------------------------------------|---------------------|
| <input type="checkbox"/> Contract #1 | Site Work | <input type="checkbox"/> Contract #9 | Drywall/Metal Stud |
| <input type="checkbox"/> Contract #2 | Concrete Work | <input type="checkbox"/> Contract #10 | Acoustical Work |
| <input type="checkbox"/> Contract #3 | Masonry Work | <input type="checkbox"/> Contract #11 | Floor Covering Work |
| <input type="checkbox"/> Contract #4 | Steel Work | <input type="checkbox"/> Contract #12 | Caulking/Painting |
| <input type="checkbox"/> Contract #5 | Carpentry & General Work | <input type="checkbox"/> Contract #13 | Casework |
| <input type="checkbox"/> Contract #6 | Roofing Work | <input type="checkbox"/> Contract #14 | Kitchen Equipment |
| <input type="checkbox"/> Contract #7 | Furnish Hollow Metal/Doors/Hardware | <input type="checkbox"/> Contract #15 | Mechanical |
| <input type="checkbox"/> Contract #8 | Aluminum Storefront/Windows/
Glass and Glazing | <input type="checkbox"/> Contract #16 | Sprinkler System |
| | | <input type="checkbox"/> Contract #17 | Electrical |

Name of Bidder: _____

Delaware Business License No.: _____ Taxpayer ID No.: _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: () _____ - _____ Fax No.: () _____ - _____

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

\$ _____
(\$ _____)

BID FORM

ALTERNATES

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

ADD/DELETE ALTERNATE ONE –ADD DESIGNATED TEN CLASSROOM WING (Contracts A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-15, A-16 & A-17)

1. BASE BID: Do not provide selected classrooms and adjacent support spaces as designed.
2. ALTERNATE: Provide selected classrooms and adjacent support spaces as designed on drawings.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE ONE “A” (Contract A-11)

1. ALTERNATE: Add rubber tile in lieu of VCT to Alternate One as designed.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE ONE “B” (Contract A-17)

1. ALTERNATE: Add lightning protection to Alternate One as designed.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE TWO –ADD DESIGNATED TWENTY CLASSROOM WING (Contracts A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-15, A-16 & A-17)

1. BASE BID: Do not provide selected classrooms and adjacent support spaces as designed.
3. ALTERNATE: Provide selected classrooms and adjacent support spaces as designed on drawings.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE TWO “A” (Contract A-11)

1. ALTERNATE: Add rubber tile in lieu of VCT to Alternate Two as designed.

Add/Delete: _____
(\$ _____)

ADD/DELTE ALTERNATE TWO “B” (Contract A-17)

1. ALTERNATE: Add lightning protection to Alternate Two as designed.

Add/Delete: _____
(\$ _____)

BID FORM

ALTERNATES (CON'T)

ADD/DELTE ALTERNATE THREE "A" and "B" – BRICK SELECTIONS

ADD/DELETE ALTERNATE THREE "A" (Contract A-3)

1. BASE BID: Provide Base Bid Basis of Design brick selections specified.
2. ALTERNATE: In lieu of Base Bid selection for BRK-1, provide Interstate Terracotta Smooth. In lieu of Base Bid selection for BRK-2, provide Interstate Mountain Red Smooth.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE THREE "B" (Contract A-3)

1. BASE BID: Provide Base Bid Basis of Design brick selections specified.
2. ALTERNATE: In lieu of Base Bid selection for BRK-1, provide Glen Gery S 12. In lieu of Base Bid selection for BRK-2, provide Glen Gery S 15.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE FOUR –RUBBER TILE IN LIEU OF VCT (Contract A-11.)

1. BASE BID: Provide VCT flooring in rooms designed on finish schedule.
2. ALTERNATE: In lieu of VCT, provide rubber tile in select rooms as designed on finish schedule.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE FIVE –METAL STORAGE SHELVING (Contract A-5.)

1. BASE BID: Do not provide metal storage shelving in rooms A106, A125, A136 and A147A.
2. ALTERNATE: Provide metal storage shelving in rooms A106, A125, A136 and A147A as designed in specifications and on drawings.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE SIX –LIGHTNING PROTECTION (Contract A-17.)

1. BASE BID: Do not provide lightning protection.
2. ALTERNATE: Provide lightning protection.

Add/Delete: _____
(\$ _____)

BID FORM

ALTERNATES (CON'T)

ADD/DELETE ALTERNATE SEVEN –PLAYGROUNDS (Contract A-1.)

1. BASE BID: Do not provide playground equipment and associated concrete paving and rubber play surfaces.
2. ALTERNATE: Provide playground equipment and associated concrete paving and rubber play surfaces as designed on drawings.

Add/Delete: _____
(\$ _____)

ADD/DELETE ALTERNATE EIGHT –DDC CONTROL SYSTEM (Contract A-15.)

1. BASE BID: Furnish and install control system as selected from by manufactures and installers specified.
2. ALTERNATE: Furnish and install DDC control system as manufactured by Automated Logic Corp. and installed by Radius Systems.

Add/Delete: _____
(\$ _____)

ALLOWANCES

Contract No. 1 Site Work

1 – Include the unit cost of liquid asphalt cement of **\$388.33 per ton** as noted in the Delaware Posted Asphalt price for January of 2016 per Del DOT Program. At the time of production lay down of product, cost will be adjusted per current cost of Delaware Posted Asphalt price. Contractor to provide the amount of tons of liquid asphalt cement to perform the complete project based on the project documents. See attachment: Delaware Posted Asphalt Price Sheet.

_____ total tons of liquid asphalt cement to be provided by Contract No.1 Site Work to complete the project scope.

Contract No. 2 Concrete Work

2 – Include the lump sum of the following amount **\$35,000** in the contract for cold weather protection of concrete work. See Section 012100 Allowances.

Contract No. 3 Masonry Work

3 – Include the lump sum of the following amount **\$35,000** in the contract for cold weather protection of masonry work. See Section 012100 Allowances.

Contract No. 15 Mechanical

4 – Include the lump sum of the following amount **\$100,000** in the contract for the temp heat fuel cost. Cost of work to be determined by fuel company receipts with the amount of fuel and cost per gallon. All equipment and labor for temp heat is part of the contract. This allowance is for fuel cost only. See Section 012100 Allowances.

BID FORM

UNIT PRICES

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

ADD

- UNIT PRICE No. 2.01: **Satisfactory fill in Place:** Indicate cost to provide satisfactory fill in place, furnished, placed and compacted according to [Section 312000, Earth Moving](#) `Unit of Measurement: [cubic yards](#)
- Contract A-1.** \$ _____
- UNIT PRICE No. 2.02: **Stone in place:** Indicate cost to provide [stone in place and compacted](#) according to [Section 312000, Earth Moving](#). Unit of Measurement: [cubic yards](#)
- Contract A-1.** \$ _____
- UNIT PRICE No. 2.03: **Geo-Fabric in place:** Indicate cost to provide Geo-Fabric in place according to [Section 312000, Earth Moving](#). Unit of Measurement: [Square yards](#)
- Contract A-1.** \$ _____
- UNIT PRICE No. 2.04: **Undercut & disposal (mass):** Indicate cost for mass excavation & disposal according to [Section 312000, Earth Moving](#). Unit of Measurement: [Cubic yards](#)
- Contract A-1/A-15.** \$ _____
- UNIT PRICE No. 2.05: Undercut and disposal (trench) per cubic yard. **Undercut & disposal (trench):** Indicate cost for trench excavation & disposal according to [Section 312000, Earth Moving](#). Unit of Measurement: [Cubic yards](#).
- Contract A-1/A-15/A-17.** \$ _____
- UNIT PRICE No. 2.06: **Select (trench) Backfill:** Indicate cost to provide satisfactory trench fill furnished, placed and compacted according to [Section 312000, Earth Moving](#). Unit of Measurement: [cubic yards](#).
- Contract A-1/A-15/A-17.** \$ _____
- UNIT PRICE No. 2.07: **Top soil:** Indicate cost to provide top soil in place and compacted according to [Section 329200, Turf and Grasses](#). Unit of Measurement: [cubic yards](#).
- Contract A-1.** \$ _____
- UNIT PRICE No. 2.08: **Removal of unsuitable soil and replacement of suitable soil,** Indicate cost to remove, disposed of unsuitable unclassified materials, and to provide, place and compact suitable soil according to [Section 312000, Earth Moving](#) . Unit of Measurement: [cubic yards](#).
- Contract A-1.** \$ _____

BID FORM

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

This bid shall remain valid and cannot be withdrawn for 90 days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

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

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

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

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Affidavit of Employee Drug Testing Program
- Bid Security
- (Others as Required by Project Manuals)

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is **required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

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

My Commission expires _____ . NOTARY PUBLIC _____ .

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

BID FORM

AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized representative (typed or printed): _____

Authorized representative (signature): _____

TITLE: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*insert State agency name*) for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the _____ (*insert State agency name*) a
certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*insert State agency name*) this Contract to be entered into within twenty days after
the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

		Name of Bidder (Organization)
Corporate Seal	By:	_____
		Authorized Signature
Attest _____		_____
		Title
Witness: _____	By:	_____
		Name of Surety

		Title



AIA® Document A132™ – 2009

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

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

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

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

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

| blank

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

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

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

§ 4.2 Stipulated Sum

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

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

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

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

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

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

Item	Allowance
------	-----------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

Init.

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User Notes:

(1916039288)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

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

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

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

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

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

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

Init.

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than () days after the Construction Manager receives the Application for Payment.

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

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and

- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

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

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

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

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

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

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used

amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

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

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

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

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

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

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

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

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the

Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

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

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price
§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

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

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

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

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

Init.

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

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

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

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

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

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

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User Notes:

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- 4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.

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

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

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

 OWNER *(Signature)*

 CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:



AIA[®] Document G732™ - 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: PROJECT: blank APPLICATION NO: 001 DISTRIBUTION TO: OWNER

FROM: VIA CONSTRUCTION MANAGER ARCHITECT
CONTRACTOR: MANAGER: CONTRACTOR
CONTRACT FOR: VIA ARCHITECT: PROJECT NOS: / / /
FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 0.00
- 2. NET CHANGES IN THE WORK \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I on G703)..... \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$ 0.00

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month including Construction Change Directives	\$	\$
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES IN THE WORK	\$	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____
By: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
CONSTRUCTION MANAGER: _____

By: _____ Date: _____
ARCHITECT: *(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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SECTION 006300 - STANDARD FORMS CERTIFICATES AND MODIFICATION FORMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Standard Forms.

1.2 RELATED SECTIONS

- A. General and Supplementary Conditions.

1.3 STANDARD FORMS

- A. Following is a list of the standard Documents published by the American Institute of Architects which will be used during the performance of Work covered by the Contract Documents.
- B. The Contractor shall familiarize himself with the contents of the Documents, as he will not only be required to execute certain Documents, but will be required to prepare certain others in performing his work in accordance with the Contract Documents.
- C. The Contractor will be required to obtain for his own use, those Documents marked with an asterisk (*). The Documents can be obtained, at nominal cost, from the Documents Division, The American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006, as well as other local sources.

D. FORMS

	Change Order (Architect Form)
G702/CM*	Application and Certificate for Payment
G703*	Continuation Sheet
G704	Certificate of Substantial Completion
G705*	Certificate of Insurance
G706*	Contractor ' s Affidavit of Payment of Debts and Claims
G706A*	Contractor ' s Affidavit of Release of Liens
G707*	Consent of Surety Company to Final Payment
G707A*	Consent of Surety to Reduction in or Partial Release of Retainage
G805*	List of Subcontractors

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 006300



AIA[®] Document A232[™] – 2009

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

for the following PROJECT:

(Name, and location or address)

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT AND CONSTRUCTION MANAGER
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

init.

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, **13.7**

Addenda

1.1.1, 3.11, 4.2.14

Additional Costs, Claims for

3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4

Additional Inspections and Testing

4.2.8, 12.2.1, 13.5

Additional Insured

11.1.4

Additional Time, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3

Administration of the Contract

3.10, **4.2**

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.19

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4

Approvals

2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5

Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Certificates for Payment

9.4

Architect, Definition of

4.1.1

Architect, Extent of Authority

5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2

Architect's Administration of the Contract

4.2, 9.4, 9.5, 15.2

Architect's Approvals

3.12.8

Architect's Authority to Reject Work

4.2.8, 12.1.2, 12.2.1

Architect's Copyright

1.5

Architect's Decisions

4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, 15.2

Architect's Inspections

3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 7.4, 9.4

Architect's Interpretations

4.2.8, 4.2.17, 4.2.18

Architect's On-Site Observations

4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5

Architect's Project Representative

4.2.16

Architect's Relationship with Contractor

1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, 13.5

Architect's Relationship with Construction Manager

1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, 13.5.4

Architect's Relationship with Subcontractors

1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4

Architect's Representations

9.4, 9.5, 9.10.1

Architect's Site Visits

4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Other Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

BONDS, INSURANCE AND

11

Bonds, Lien

7.3.7.4, 9.10.3

Bonds, Performance and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Building Permit

2.2.2, 3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.2, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3,

15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.3.2, 9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12,

4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, 7.2, 7.3.2, 7.3.4,

7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2,

11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2

Changes

7.1

CHANGES IN THE WORK

2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, 7, 8.3.1,

9.3.1.1

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3,

9.10.4, 10.3.3, 15, 15.4

Claims for Additional Cost

3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4,

15.1.4

Claims for Additional Time

3.2.4, 3.7.5, 7, 8.3.2, 10.4, 15.1.5

Concealed or Unknown Conditions, Claims for

3.7

Claims for Damages

3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2,

9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6

Cleaning Up

3.15, 6.3

Commencement of Statutory Limitation Period

13.7

Commencement of the Work, Definition of

8.1.2

Communications, Owner to Architect

2.2.6

Communications, Owner to Construction Manager

2.2.6

Communications, Owner to Contractor

2.2.6

Communications Facilitating Contract

Administration

3.9.1, 4.2.6

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3,

12.2.1, 12.2.2, 13.7

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY OTHER

CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3,

7.3, 9.3.1.1

Construction Manager, Building Permits

2.2.2

Construction Manager, Communications through

4.2.6

Construction Manager, Construction Schedule

3.10.1, 3.10.3

CONSTRUCTION MANAGER

4

Construction Manager, Definition of

4.1.2

Construction Manager, Documents and Samples at the

Site

3.11

Construction Manager, Extent of Authority

3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2,

7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3,

9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4

Construction Manager, Limitations of Authority and

Responsibility

4.2.5, 4.2.8, 13.4.2

Construction Manager, Submittals

4.2.9

Construction Manager's Additional Services and

Expenses

12.2.1

Construction Manager's Administration of the

Contract

4.2, 9.4, 9.5

Construction Manager's Approval

2.4, 3.10.1, 3.10.2

Construction Manager's Authority to Reject Work
4.2.8, 12.2.1

Construction Manager's Decisions
7.3.7, 7.3.9, 9.4.1, 9.5.1

Construction Manager's Inspections
4.2.8, 9.8.3, 9.9.2

Construction Manager's On-Site Observations
9.5.1

Construction Manager's Relationship with Architect
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16,
4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3,
9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4,
13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4

Construction Manager's Relationship with Contractor
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11,
3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2,
3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6,
4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2,
7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2,
9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3,
10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4

Construction Manager's Relationship with Owner
2.2.2, 4.2.1, 10.3.2

Construction Manager's Relationship with Other
Contractors and Owner's Own Forces
4.2.4

Construction Manager's Relationship with
Subcontractors
4.2.8, 5.3, 9.6.3, 9.6.4

Construction Manager's Site Visits
9.5.1

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

**CONTRACT, TERMINATION OR
SUSPENSION OF THE**
5.4.1.1, 11.3.9, 14

Contract Administration
3.1.3, 4.2, 9.4, 9.5

Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Performance During Arbitration
15.1.3

Contract Sum
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.2,
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4,
14.3.2, 15.1.4, 15.2.5

Contract Time
3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10,
7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1,
14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1.1

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Other Contractors and
Owner's Own Forces
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2,
11.3.7, 11.3.8, 14.2.1.2

Contractor's Relationship with the Architect
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1,
3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4,
9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2,
15.2.1

Contractor's Relationship with the Construction
Manager
1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3,
3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2,
3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1,
6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1,
9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1,
10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3,
13.5.4

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2,
9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5,
7.3.7, 8.2, 10, 12, 14, 15.1.3

init.

Contractual Liability Insurance
11.1.1.8, 11.2, 11.3.1.5

Coordination and Correlation
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents
1.2

Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Other Contractors
3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6

Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions of the Construction Manager
7.3.7, 7.3.8, 7.3.9, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2

Definitions
1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes
7.3.8, 7.3.9, 9.3, 15.1, 15.2

DISPUTES, CLAIMS AND

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, **15**, 15.4

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Ownership and Use

1.1.1, **1.5**, 2.2.5, 3.11, 5.3

Duty to Review Contract Documents and Field Conditions

3.2

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials and or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5

Failure of Payment

9.5.1.3, **9.7**, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4

Faulty Work (See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.15, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 15.2.1

Financial Arrangements, Owner's

2.2.1

GENERAL PROVISIONS

I

Governing Law

13.1

Guarantees (See Warranty and Warranties)

Hazardous Materials

10.2.4, **10.3**

Identification of Contract Documents

1.2.1

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

Information and Services Required of the Owner

2.1.2, **2.2**, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1, 9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.3, 15.1.2

Initial Decision

15.2

Init.

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
3.18.1, 10.2.1, 10.2.2, **10.2.8**, 10.3, 10.3.3, 10.4,
11.1.1
Inspections
3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2
Instruments of Service, Definition of
1.1.7, 1.5, 1.6
Insurance
6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.3.1
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.3.1.5
Insurance Companies, Settlement with
11.3.10
Intent of the Contract Documents
1.2, 4.2.18, 4.2.19, 7.4
Interest
9.7, **13.6**
Interpretation
1.4, 4.2.8, 4.2.17, 4.2.18
Interpretations, Written
4.2.17, 4.2.18, 4.2.20
Joinder and Consolidation of Claims Required
15.4.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6,
3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2
Labor Disputes
8.3.1

Laws and Regulations
3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitation on Consolidation or Joinder
15.4.4
Limitations, Statutes of
15.4.1
Limitations of Authority
3.12.4, 4.1.3, 4.2.16
Limitations of Liability
9.6.7, 11.1.1, 12.2
Limitations of Time
3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2,
10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1,
15.2.6.1
Loss of Use Insurance
11.3.3
Material Suppliers
1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3,
9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2,
3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1,
9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2,
9.10.5, 10.2.1, 10.2.4, 10.3
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.5, 4.2.11
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.13, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.4.3, 9.8.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1,
11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5
Notice
1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5,
3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2,
10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3,
13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4,
15.1.5.1, 15.2, 15.4.1

Notice of Claims
3.7.2, 10.2.8, 15.1.2, 15.4.1

Notice of Testing and Inspections
13.5.1, 13.5.2

Notices, Permits, Fees and
3.7, 7.3.7, 10.2.2

Observations, On-Site
3.2.1, 9.5.1, 12.1.1

Occupancy
2.2.2, 9.6.6, 9.9, 11.3.1.5

On-Site Inspections
4.2.2, 9.10.1, 9.4.4, 9.5.1

Orders, Written
4.2.7, 4.2.18, 4.2.20

Other Contracts and Contractors
1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, 2.2, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4,
9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1,
14.1.3, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3,
4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1,
8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2,
11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1,
14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 12.2.4, 14.2.2

Owner's Right to Clean Up
6.3

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

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

**Ownership and Use of Drawings, Specifications
and Other Instruments of Service**
1.1.1, 1.1.5, 1.5, 1.6, 3.11, 3.12.10, 3.17, 4.2.14,
4.2.18, 4.2.20

Partial Occupancy or Use
9.9, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents and Copyrights, Royalties
3.17

Payment, Applications for
4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.7, 9.10.1,
9.10.3, 9.10.5, 11.1.3

Payment, Certificates for
4.2.15, 7.3.9, 9.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 15.1.3

Payment, Failure of
9.4.1, 9.5, 9.7, 14.1.1.3

Payment, Final
4.2.1, 9.8.2, 9.10, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1

Payment Bond, Performance Bond and
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4

Payments, Progress
9.3.1, 9.4.2, 9.6

PAYMENTS AND COMPLETION
9, 14

Payments to Subcontractors
5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7,
9.10.5, 14.2.1.2

PCB
10.3.1

Performance Bond and Payment Bond
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4

Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF
10**

Polychlorinated Biphenyl
10.3.1

Product Data, Definition of
3.12.2

Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.9, 4.2.10, 4.2.14

Progress and Completion
8.2, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6

Progress Payments
9.3.1, 9.4.2, 9.6

Project, Definition of
1.1.4

Project Representatives
4.2.16

Property Insurance
10.2.5, 11.3

Project Schedule
3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4

**PROTECTION OF PERSONS AND PROPERTY
10**

Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14.1.1, 14.2.1, 15.2.8, 15.4

Rejection of Work
3.5, 4.2.8, 12.2.1

Releases of and Waivers and of Liens
9.10.2

Representations
 1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Requests for Information
 4.2.20
Resolution of Claims and Disputes
 15
Responsibility for Those Performing the Work
 3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
 1.2.2, 3.2, 3.7.3, 3.12.7
Review of Contractor's Submittals by Owner, Construction Manager and Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
 3.12.5
Rights and Remedies
 1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
 3.17
Rules and Notices for Arbitration
 15.4
Safety of Persons and Property
 10.2, 10.3, 10.4
Safety Precautions and Programs
 3.3.1, 3.12, 4.2.5, 5.3, 10.1, 10.2, 10.3, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.9, 4.2.10
Samples at the Site, Documents and
 3.11
Schedule of Values
 9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.9, 4.2.10, 4.2.14
Site, Use of
 3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5

Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
 4.2.8, 12.2.1, 13.5
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Staffing Plan
 4.2.3
Statute of Limitations
 12.2.5, 13.7, 15.4.1.1
Stopping the Work
 2.3, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2
Submittals
 3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.9, 4.2.10
Subrogation, Waivers of
 6.1.1, 11.3.7
Substantial Completion
 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Substantial Completion, Definition of
 9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 4.1.4
Substitution of Construction Manager
 4.1.4
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2
Subsurface Conditions
 3.7.4
Successors and Assigns
 13.2
Superintendent
 3.9, 10.2.6
Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3

Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of
9.10.2, 9.10.3

Surveys
1.1.7, 2.2.3

Suspension by the Owner for Convenience
14.3

Suspension of the Work
5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor
14.1, 15.1.6

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6

Termination by the Owner for Convenience
14.4

Termination of the Contractor
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.5**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5

Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15

Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work
9.3.2, 9.3.3

Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 7.3.4

Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.4.2

Waiver of Claims by the Construction Manager
13.4.2

Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages
14.2.4, 15.1.6

Waiver of Liens
9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3.7**

Warranty
3.5, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2

Weather Delays
15.1.5.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations
4.2.17, 4.2.18

Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1

Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

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

§ 1.1.5 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 **Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 **The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.**

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

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

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.