

SUMMIT CAMPUS NEW MIDDLE SCHOOL AND HIGH SCHOOL

**Summit Bridge Road
Middletown, DE 19709**

BID PAC 02B CONFORMANCE SET



**Volume 1 [Divisions 0 and 1]
Date: May 22, 2026**

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END OF SECTION

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LIST OF DRAWING SHEETS

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BP02B

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Agriculture Building	AG-A001	SYMBOLS AND ABBREVIATIONS	0		
Agriculture Building	AG-A002	STANDARD MOUNTING HEIGHTS AND DETAILS	0		
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Architectural	A-436	ENLARGED PLAN - SCENE SHOP	4		X
Architectural	A-437	ENLARGED PLAN - MS BAND, CHORUS, AND ART ROOMS	5		X
Architectural	A-438	ENLARGED PLAN - LOBBY FRONT	4		X
Architectural	A-440	AUDITORIUM ORCHESTRA PIT	4		X
Architectural	A-441	ENLARGED PLAN - AUDITORIUM FIRST FLOOR	5		X
Architectural	A-442	ENLARGED PLAN - AUDITORIUM SECOND FLOOR	5		X
Architectural	A-443	AUDITORIUM ENLARGED PLAN - CATWALKS AND GALLARIES	5		X
Architectural	A-444	ENLARGED PLAN - AUDITORIUM UPPER GALLERY	4		X
Architectural	A-445	AUDITORIUM REFLECTED CEILING PLAN - FIRST FLOOR	4		X
Architectural	A-446	AUDITORIOUM REFLECTED CEILING PLAN - SECOND FLOOR	4		X
Architectural	A-447	AUDITORIUM INTERIOR ELEVATIONS	5		X
Architectural	A-448	AUDITORIUM INTERIOR ELEVATIONS	4		X
Architectural	A-449	AUDITORIUM INTERIOR ELEVATIONS	4		X
Architectural	A-450	AUDITORIUM CROSS SECTION	4		X
Architectural	A-451	AUDITORIUM ORCESTRA PIT & PIT FILLER PLANS & ELEVATIONS	5		X
Architectural	A-452	AUDITORIUM ASLIES, STAIRS, RAMPS, AND DETAILS	4		X
Architectural	A-453	AUDITORIUM PLINTH STAIRS, RAMPS, & DETAILS	2		X
Architectural	A-454	AUDITORIUM GALLERY RAILING AND ELEVATIONS	4		X
Architectural	A-455	AUDITORIUM CATWALK/PIT STAIRS STAGE RIGHT	6		X
Architectural	A-456	AUDITORIUM CATWALK/PIT STAIRS STAGE LEFT	6		X
Architectural	A-457	AUDITORIUM BALCONY ACCESS STAIRS	5		X
Architectural	A-458	BLACK BOX THEATER ENLARGED PLANS	5		X
Architectural	A-459	BLACK BOX THEATER INTERIOR ELEVATIONS	4		X
Architectural	A-460	INTERIOR ELEVATIONS - MS MUSIC	2		X
Architectural	A-461	INTERIOR ELEVATIONS - HS MUSIC	4		X
Architectural	A-462	INTERIOR ELEVATIONS - MS/HS ORCESTRA	4		X
Architectural	A-463	ENLARGED PLAN - MS GYM	4		X
Architectural	A-464	INTERIOR ELEVATIONS - MS GYM	4		X
Architectural	A-465	INTERIOR ELEVATIONS - MS GYM	2		X
Architectural	A-466	ENLARGED PLAN - HS GYM STRIPING PLAN	1		X
Architectural	A-467	INTERIOR ELEVATIONS - HS GYM - ALTERNATE 1	3		X
Architectural	A-468	ENLARGED PLAN - HS AUX GYM STRIPING PLAN (BASE BID)	1		X
Architectural	A-469	INTERIOR ELEVATIONS - HS AUX GYM	1		X
Architectural	A-470	INTERIOR ELEVATIONS - HS AUX GYM	2		X
Architectural	A-471	INTERIOR ELEVATIONS - HS GYM LOBBY	6		X
Architectural	A-472	INTERIOR ELEVATIONS - MS CAFETERIA	6		X
Architectural	A-473	INTERIOR ELEVATIONS - HS CAFETERIA	7		X
Architectural	A-474	INTERIOR ELEVATIONS - HS CAFETERIA	5		X
Architectural	A-475	INTERIOR ELEVATIONS - HS - WRESTLING ROOM - ALTERNATE 2	1		X
Architectural	A-476	INTERIOR ELEVATIONS - HS DISPLAY CASES	1		X
Architectural	A-477	INTERIOR ELEVATIONS - MS/HS SERVERY PATTERNS	1		X

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Architectural	A-478	INTERIOR ELEVATIONS - TYP. WALL PATTERNS	1		X
Architectural	A-500	PLAN DETAILS	4		X
Architectural	A-501	PLAN DETAILS	3		X
Architectural	A-502	PLAN DETAILS	3		X
Architectural	A-510	ENLARGED RCP - PERFORMING ARTS	5		X
Architectural	A-511	ENLARGED RCP - PERFORMING ARTS	5		X
Architectural	A-512	ENLARGED RCP - HS CAFETERIA	5		X
Architectural	A-513	ENLARGED RCP - PAC LOBBY	4		X
Architectural	A-514	RCP SECTIONS - PAC LOBBY	2		X
Architectural	A-515	ENLARGED RCPS AND SECTIONS - LOBBIES	3		X
Architectural	A-516	CEILING DETAILS AND RCP ENLARGED CEILING PLANS	0		X
Architectural	A-517	CEILING DETAILS AND RCP ENLARGED CEILING PLANS	2		X
Architectural	A-518	RCP ENLARGED CEILING PLANS	2		X
Architectural	A-519	RCP ENLARGED CEILING PLANS	4		X
Architectural	A-520	LOADING DOCK ENLARGED PLAN & DETAILS	2		X
Architectural	A-521	ENLARGED PLAN - MIDDLE SCHOOL ENTRY	2		X
Architectural	A-522	ENLARGED PLAN - HIGH SCHOOL ENTRY	2		X
Architectural	A-523	ENLARGED PLANS - EXTERIOR	5		X
Architectural	A-531	EXTERIOR PLAN DETAILS	4		X
Architectural	A-532	EXTERIOR PLAN DETAILS	4		X
Architectural	A-533	EXTERIOR PLAN DETAILS	3		X
Architectural	A-541	EXTERIOR ROOF DETAILS	6		X
Architectural	A-542	EXTERIOR ROOF DETAILS	5		X
Architectural	A-543	EXTERIOR ROOF DETAILS	4		X
Architectural	A-544	EXTERIOR ROOF DETAILS	3		X
Architectural	A-545	EXTERIOR ROOF DETAILS	1		X
Architectural	A-546	EXTERIOR ROOF DETAILS	2		X
Architectural	A-551	EXTERIOR SECTION NDETAILS - FOUNDATIONS	6		X
Architectural	A-552	EXTERIOR SECTION DETAILS - FOUNDATIONS	5		X
Architectural	A-553	EXTERIOR SECTIONS DETAILS - PARAPETS	5		X
Architectural	A-554	EXTERIOR SECTION DETAILS	5		X
Architectural	A-555	EXTERIOR SECTION DETAILS	3		X
Architectural	A-561	EXTERIOR DETAILS - CAST STONE PROFILES	4		X
Architectural	A-562	PERFORATED METAL PANEL DETAILS	0		X
Architectural	A-563	PERFORATED METAL PANEL DETAILS	0		X
Architectural	A-571	AUDITORIUM SECTIONS & DETAILS	3		X
Architectural	A-572	AUDITORIUM SECTIONS AND DETAILS	3		X
Architectural	A-573	AUDITORIUM SECTIONS AND DETAILS	1		X
Architectural	A-574	AUDITORIUM SECTIONS AND DETAILS	1		X
Architectural	A-575	AUDITORIUM SECTIONS & DETAILS	2		X
Architectural	A-601	DOOR & FRAME TYPES	5		X
Architectural	A-602	DOOR SCHEDULE	5		X
Architectural	A-603	DOOR SCHEDULE	7		X
Architectural	A-611	EXTERIOR GLAZING ELEVATIONS	6		X
Architectural	A-612	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-613	EXTERIOR GLAZING ELEVATIONS	6		X
Architectural	A-614	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-615	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-616	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-617	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-618	EXTERIOR GLAZING ELEVATIONS	6		X
Architectural	A-619	EXTERIOR GLAZING ELEVATIONS	5		X
Architectural	A-619.1	EXTERIOR GLAZING ELEVATIONS (ALTERNATE)	2		X
Architectural	A-620	EXTERIOR GLAZING ELEVATIONS	6		X
Architectural	A-621	DOOR DETAILS	5		X
Architectural	A-622	DOOR DETAILS	2		X
Architectural	A-623	DOOR DETAILS	1		X
Architectural	A-624	DOOR DETAILS	1		X
Architectural	A-625	DOOR DETAILS	1		X
Architectural	A-626	DOOR DETAILS	2		X
Architectural	A-631	EXTERIOR GLAZING DETAILS - WN	6		X
Architectural	A-632	EXTERIOR GLAZING DETAILS - WN	4		X
Architectural	A-633	EXTERIOR GLAZING DETAILS - SF	6		X
Architectural	A-634	EXTERIOR GLAZING DETAILS - SF	5		X
Architectural	A-635	EXTERIOR GLAZING DETAILS - SF	6		X
Architectural	A-636	EXTERIOR GLAZING DETAILS - SF	6		X
Architectural	A-637	EXTERIOR GLAZING DETAILS - SF	7		X
Architectural	A-638	EXTERIOR GLAZING DETAILS - SF	3		X
Architectural	A-640	EXTERIOR GLAZING DETAILS - CW	6		X
Architectural	A-641	EXTERIOR GLAZING DETAILS - CW	5		X
Architectural	A-642	EXTERIOR GLAZING DETAILS - CW	5		X
Architectural	A-643	EXTERIOR GLAZING DETAILS - CW	5		X
Architectural	A-644	EXTERIOR GLAZING DETAILS - CW	5		X
Architectural	A-645	EXTERIOR GLAZING DETAILS - CW	3		X
Architectural	A-651	INTERIOR GLAZING ELEVATIONS	1		X
Architectural	A-652	INTERIOR GLAZING ELEVATIONS	2		X
Architectural	A-661	INTERIOR GLAZING DETAILS	4		X
Architectural	A-662	INTERIOR GLAZING DETAILS	5		X
Civil	C001	INDEX PLAN	3		X
Civil	C110	SITE LAYOUT AN UTILITY PLAN	3		X
Civil	C111	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C112	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C113	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C114	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C115	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C116	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C117	SITE LAYOUT AND UTILITY PLAN	5		X
Civil	C118	SITE LAYOUT AND UTILITY PLAN	7	7	X
Civil	C119	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C120	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C121	SITE LAYOUT AND UTILITY PLAN	5		X

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Civil	C122	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C123	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C124	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C125	SITE LAYOUT AND UTILITY PLAN	5		X
Civil	C126	SITE LAYOUT AND UTILITY PLAN	4		X
Civil	C127	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C128	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C129	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C130	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C131	SITE LAYOUT AND UTILITY PLAN	3		X
Civil	C140	GRADING PLAN	3		X
Civil	C141	GRADING PLAN	3		X
Civil	C142	GRADING PLAN	4		X
Civil	C143	GRADING PLAN	0		X
Civil	C144	GRADING PLAN	3		X
Civil	C145	GRADING PLAN	3		X
Civil	C146	GRADING PLAN	3		X
Civil	C147	GRADING PLAN	4		X
Civil	C148	GRADING PLAN	4		X
Civil	C149	GRADING PLAN	4		X
Civil	C150	GRADING PLAN	3		X
Civil	C151	GRADING PLAN	3		X
Civil	C152	GRADING PLAN	4		X
Civil	C153	GRADING PLAN	4		X
Civil	C154	GRADING PLAN	4		X
Civil	C155	GRADING PLAN	3		X
Civil	C156	GRADING PLAN	3		X
Civil	C157	GRADING PLAN	3		X
Civil	C158	GRADING PLAN	3		X
Civil	C159	GRADING PLAN	4		X
Civil	C160	GRADING PLAN	3		X
Civil	C161	GRADING PLAN	3		X
Civil	C162	GRADING PLAN	3		X
Civil	C170	STORM DRAINAGE PROFILES	6	X	X
Civil	C171	STORM DRAINAGE PROFILES	6	X	X
Civil	C172	STORM DRAINAGE PROFILES	6	X	X
Civil	C173	STORM DRAINAGE PROFILES	4		X
Civil	C174	STORM DRAINAGE PROFILES	4		X
Civil	C175	STORM DRAINAGE PROFILES	5		X
Civil	C176	STORM DRAINAGE PROFILES	4		X
Civil	C177	STORM DRAINAGE PROFILES	5		X
Civil	C178	STORM DRAINAGE PROFILES	4		X
Civil	C179	STORM DRAINAGE PROFILES	4		X
Civil	C180	STORM DRAINAGE PIPE AND STRUCTURE SCHEDULES	9	X	X
Civil	C300	COVER SHEET AND GENERAL NOTES	4		X
Civil	C301	OVERALL CONSTRUCTION SITE PHASING	5		X
Civil	C302	OVERALL PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C303	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C304	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C305	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C306	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C307	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C308	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C309	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C310	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C311	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C312	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C313	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C314	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C315	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C316	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C317	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C318	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C319	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C320	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C321	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C322	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C323	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C324	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C325	OVERALL CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C326	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C327	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C328	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C329	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C330	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C331	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C332	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C333	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C334	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C335	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C336	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	1		X
Civil	C337	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C338	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C339	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C340	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C341	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C342	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C343	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C344	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C345	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C346	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X

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Civil	C347	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	4		X
Civil	C348	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C349	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C350	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C351	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C352	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C353	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C354	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C355	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C356	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C357	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C358	CONSTRUCTION SITE DETAILS AND NOTES	4		X
Civil	C359	OVERALL POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN	4		X
Civil	C360	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 3	8	X	X
Civil	C361	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 3	7	X	X
Civil	C362	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 3	7	X	X
Civil	C363	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 4	5		X
Civil	C364	MANAGEMENT PLAN -POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 4	5		X
Civil	C365	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 5	5		X
Civil	C366	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 5	5		X
Civil	C367	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 5	5		X
Civil	C368	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 6	4		X
Civil	C369	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 7	4		X
Civil	C370	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 8	4		X
Civil	C371	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 9	4		X
Civil	C372	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN - FACILITY 10	4		X
Civil	C400	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C401	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C402	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C403	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C404	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C405	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C406	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C407	FIRE MARSHAL RECORD TYPE PLAN	3		X
Civil	C450	SANITARY SEWER INDEX PLAN	5		X
Civil	C451	SANITARY SEWER PLAN AND PROFILES	7	X	X
Civil	C452	SANITARY SEWER PLAN AND PROFILES	5		X
Civil	C453	SANITARY SEWER PLAN AND PROFILES	5		X
Civil	C454	SANITARY SEWER PLAN AND PROFILES	5		X
Civil	C454A	SANITARY SEWER PLAN AND PROFILES	1		X
Civil	C455	SANITARY SEWER PLAN AND PROFILES	5		X
Civil	C456	SANITARY SEWER PLAN AND PROFILES	5		X
Civil	C457	SANITARY SEWER DETAILS	4		X
Civil	C500	SITE CONSTRUCTION DETAILS	3		X
Civil	C501	SITE CONSTRUCTION DETAILS	3		X
Civil	C502	SITE CONSTRUCTION DETAILS	3		X
Electrical	E-001	LEGEND, NOTES, & SCHEDULES ELECTRICAL	8		X
Electrical	E-100	SITE PLAN - ELECTRICAL	3		X
Electrical	E-100.2	SITE PLAN ELECTRICAL	2		X
Electrical	E-101	FIELD #1 - VARSITY SOFTBALL FIELD	1		X
Electrical	E-102	FIELD #2 - TRACK & FIELD STADIUM	1		X
Electrical	E-103	FIELD #3 - SECONDARY TURF FIELD - ELECTRICAL	1		X
Electrical	E-104	FIELD #4 - PRACTICE SOFTBALL FIELD	1		X
Electrical	E-105	FIELD #5 - VARSITY BASEBALL FIELD ELECTRICAL	1		X
Electrical	E-106	FIELD #6 - BASEBALL PRACTICE FIELD	1		X
Electrical	E-107	FIELD #7 - MULTI- PURPOSE FIELD	1		X
Electrical	E-108	FIELD #8 - MULTI- PURPOSE FIELD II ELECTRICAL	1		X
Electrical	E-109	TENNIS COURTS ELECTRICAL	1		X
Electrical	E-110	SITE PLAN DETAILS & SCHEDULE ELECTRICAL	1		X
Electrical	E-110.2	DETAILS ELECTRICAL	1		X
Electrical	E-111A	FIRST FLOOR PLAN AREA 'A'- LIGHTING	6		X
Electrical	E-111B	FIRST FLOOR PLAN AREA 'B'- LIGHTING	4		X
Electrical	E-111C	FIRST FLOOR PLAN AREA 'C'- LIGHTING	6		X
Electrical	E-111D	FIRST FLOOR PLAN AREA 'D'- LIGHTING	4		X
Electrical	E-111E	FIRST FLOOR PLAN AREA 'E'- LIGHTING	6		X
Electrical	E-111F	FIRST FLOOR PLAN AREA 'F'-LIGHTING	5		X
Electrical	E-111G	FIRST FLOOR PLAN AREA 'G'- LIGHTING	4		X
Electrical	E-111H	FIRST FLOOR PLAN AREA 'H'- LIGHTING	5		X
Electrical	E-111J	FIRST FLOOR PLAN AREA 'J'- LIGHTING	4		X
Electrical	E-111K	FIRST FLOOR PLAN AREA 'K'- LIGHTING	6		X
Electrical	E-111L	FIRST FLOOR PLAN AREA 'L'- LIGHTING	5		X
Electrical	E-111L.1	FIRST FLOOR PLAN AREA 'L'-LIGHTING- ALT.1	3		X
Electrical	E-111L.2	FIRST FLOOR PLAN AREA 'L'- ELECTRICAL - ALT.2	1		X
Electrical	E-112A	SECOND FLOOR PLAN AREA 'A'- LIGHTING	4		X
Electrical	E-112B	SECOND FLOOR PLAN AREA 'B'- LIGHTING	4		X
Electrical	E-112E	SECOND FLOOR PLAN AREA 'E'- LIGHTING	5		X
Electrical	E-112G	SECOND FLOOR PLAN AREA 'G'- LIGHTING	4		X
Electrical	E-112H	SECOND FLOOR PLAN AREA 'H'- LIGHTING	4		X
Electrical	E-112J	SECOND FLOOR PLAN AREA 'J'- LIGHTING	4		X
Electrical	E-112K	SECOND FLOOR PLAN AREA 'K'- LIGHTING	4		X
Electrical	E-112L	SECOND FLOOR PLAN AREA 'L'- LIGHTING	5		X
Electrical	E-112L.1	SECOND FLOOR PLAN AREA 'L'-LIGHTING- ALT.1	5		X
Electrical	E-113G	THIRD FLOOR PLAN AREA 'G'- LIGHTING	4		X
Electrical	E-113H	THIRD FLOOR PLAN AREA 'H'- LIGHTING	4		X
Electrical	E-113J	THIRD FLOOR PLAN AREA 'J'- LIGHTING	4		X
Electrical	E-121A	BELOW SLAB PLAN - AREA 'A'-POWER	2		X
Electrical	E-121B	BELOW SLAB PLAN - AREA 'B'-POWER	4		X
Electrical	E-121C	BELOW SLAB PLAN - AREA 'C'-POWER	4		X
Electrical	E-121D	BELOW SLAB PLAN - AREA 'D'-POWER	4		X
Electrical	E-121E	BELOW SLAB PLAN - AREA 'E'-POWER	4		X
Electrical	E-121F	BELOW SLAB PLAN - AREA 'F'-POWER	4		X

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Electrical	E-121G	BELOW SLAB PLAN - AREA 'G'-POWER	4		X
Electrical	E-121H	BELOW SLAB PLAN - AREA 'H'-POWER	2		X
Electrical	E-121K	BELOW SLAB PLAN - AREA 'K'-POWER	4		X
Electrical	E-121L	BELOW SLAB PLAN - AREA 'L'-POWER	4		X
Electrical	E-122A	FIRST FLOOR PLAN AREA 'A'-POWER	8		X
Electrical	E-122B	FIRST FLOOR PLAN AREA 'B'-POWER	6		X
Electrical	E-122C	FIRST FLOOR PLAN AREA 'C'-POWER	7		X
Electrical	E-122D	FIRST FLOOR PLAN AREA 'D'-POWER	5		X
Electrical	E-122E	FIRST FLOOR PLAN AREA 'E'-POWER	8		X
Electrical	E-122F	FIRST FLOOR PLAN AREA 'F'-POWER	5		X
Electrical	E-122G	FIRST FLOOR PLAN AREA 'G'-POWER	4		X
Electrical	E-122H	FIRST FLOOR PLAN AREA 'H'-POWER	8		X
Electrical	E-122J	FIRST FLOOR PLAN AREA 'J'-POWER	4		X
Electrical	E-122K	FIRST FLOOR PLAN AREA 'K'-POWER	7		X
Electrical	E-122L	FIRST FLOOR PLAN AREA 'L'-POWER	6		X
Electrical	E-122L.1	FIRST FLOOR PLAN AREA 'L'-POWER- ALT.1	6		X
Electrical	E-123A	SECOND FLOOR PLAN AREA 'A'-POWER	5		X
Electrical	E-123B	SECOND FLOOR PLAN AREA 'B'-POWER	6		X
Electrical	E-123E	SECOND FLOOR PLAN AREA 'E'-POWER	5		X
Electrical	E-123G	SECOND FLOOR PLAN AREA 'G'-POWER	6		X
Electrical	E-123H	SECOND FLOOR PLAN AREA 'H'-POWER	6		X
Electrical	E-123J	SECOND FLOOR PLAN AREA 'J'-POWER	4		X
Electrical	E-123K	SECOND FLOOR PLAN AREA 'K'-POWER	5		X
Electrical	E-123L	SECOND FLOOR PLAN AREA 'L'-POWER	6		X
Electrical	E-123L.1	SECOND FLOOR PLAN AREA 'L'-POWER- ALT.1	6		X
Electrical	E-124G	THIRD FLOOR PLAN AREA 'G'-POWER	4		X
Electrical	E-124H	THIRD FLOOR PLAN AREA 'H'-POWER	6		X
Electrical	E-124J	THIRD FLOOR PLAN AREA 'J'-POWER	3		X
Electrical	E-131A	FIRST FLOOR PLAN AREA 'A'-SPECIAL SYSTEMS	6		X
Electrical	E-131B	FIRST FLOOR PLAN AREA 'B'-SPECIAL SYSTEMS	6		X
Electrical	E-131C	FIRST FLOOR PLAN AREA 'C'-SPECIAL SYSTEMS	6		X
Electrical	E-131D	FIRST FLOOR PLAN AREA 'D'-SPECIAL SYSTEMS	6		X
Electrical	E-131E	FIRST FLOOR PLAN AREA 'E'-SPECIAL SYSTEMS	7		X
Electrical	E-131F	FIRST FLOOR PLAN AREA 'F'-SPECIAL SYSTEMS	6		X
Electrical	E-131G	FIRST FLOOR PLAN AREA 'G'-SPECIAL SYSTEMS	6		X
Electrical	E-131H	FIRST FLOOR PLAN AREA 'H'-SPECIAL SYSTEMS	6		X
Electrical	E-131J	FIRST FLOOR PLAN AREA 'J'-SPECIAL SYSTEMS	6		X
Electrical	E-131K	FIRST FLOOR PLAN AREA 'K'-SPECIAL SYSTEMS	6		X
Electrical	E-131L	FIRST FLOOR PLAN AREA 'L'-SPECIAL SYSTEMS	6		X
Electrical	E-131L.1	FIRST FLOOR PLAN AREA 'L'-SPECIAL SYSTEMS - ALT.1	9		X
Electrical	E-132A	SECOND FLOOR PLAN AREA 'A'-SPECIAL SYSTEMS	6		X
Electrical	E-132B	SECOND FLOOR PLAN AREA 'B'-SPECIAL SYSTEMS	4		X
Electrical	E-132E	SECOND FLOOR PLAN AREA 'E'-SPECIAL SYSTEMS	6		X
Electrical	E-132G	SECOND FLOOR PLAN AREA 'G'-SPECIAL SYSTEMS	4		X
Electrical	E-132H	SECOND FLOOR PLAN AREA 'H'-SPECIAL SYSTEMS	6		X
Electrical	E-132J	SECOND FLOOR PLAN AREA 'J'-SPECIAL SYSTEMS	4		X
Electrical	E-132K	SECOND FLOOR PLAN AREA 'K'-SPECIAL SYSTEMS	4		X
Electrical	E-132L	SECOND FLOOR PLAN AREA 'L'-SPECIAL SYSTEMS	6		X
Electrical	E-132L.1	SECOND FLOOR PLAN AREA 'L'-SPECIAL SYSTEMS - ALT.1	5		X
Electrical	E-133G	THIRD FLOOR PLAN AREA 'G'-SPECIAL SYSTEMS	4		X
Electrical	E-133H	THIRD FLOOR PLAN AREA 'H'-SPECIAL SYSTEMS	6		X
Electrical	E-133J	THIRD FLOOR PLAN AREA 'J'-SPECIAL SYSTEMS	4		X
Electrical	E-134	UPPER LEVEL PLANS - ELECTRICAL	7		X
Electrical	E-141A	ROOF PLAN AREA 'A'- ELECTRICAL	4		X
Electrical	E-141B	ROOF PLAN AREA 'B'- ELECTRICAL	5		X
Electrical	E-141C	ROOF PLAN AREA 'C'- ELECTRICAL	4		X
Electrical	E-141D	ROOF PLAN AREA 'D'- ELECTRICAL	5		X
Electrical	E-141E	ROOF PLAN AREA 'E'- ELECTRICAL	5		X
Electrical	E-141F	ROOF PLAN AREA 'F'- ELECTRICAL	6		X
Electrical	E-141G	ROOF PLAN AREA 'G'- ELECTRICAL	4		X
Electrical	E-141H	ROOF PLAN AREA 'H'- ELECTRICAL	5		X
Electrical	E-141J	ROOF PLAN AREA 'J'- ELECTRICAL	4		X
Electrical	E-141K	ROOF PLAN AREA 'K'- ELECTRICAL	4		X
Electrical	E-141L	ROOF PLAN AREA 'L'- ELECTRICAL	5		X
Electrical	E-400	ENLARGED KITCHEN PLAN -POWER	4		X
Electrical	E-401	ENLARGED KITCHEN PLAN -POWER	6		X
Electrical	E-402	ENLARGED CULINARY KITCHEN PLAN -	4		X
Electrical	E-411	ORCHESTRA PIT - GALLERIES -& UPPER	3		X
Electrical	E-421	ORCHESTRA PIT - GALLERIES -& UPPER GALLERY PLANS POWER	5		X
Electrical	E-431	ORCHESTRA PIT - GALLERIES -& UPPER	3		X
Electrical	E-441	CLERESTORY PLANS - POWER	2		X
Electrical	E-500	DETAILS ELECTRICAL	5		X
Electrical	E-501	DETAILS ELECTRICAL	5		X
Electrical	E-502	SINGLE LINE DIAGRAM	7		X
Electrical	E-503	SINGLE LINE DIAGRAM	6		X
Electrical	E-504	SINGLE LINE DIAGRAM	6		X
Electrical	E-505	SINGLE LINE DIAGRAM	6		X
Electrical	E-600	SCHEDULES ELECTRICAL	5		X
Electrical	E-601	SCHEDULES ELECTRICAL	6		X
Electrical	E-602	SCHEDULES ELECTRICAL	6		X
Electrical	E-603	SCHEDULES ELECTRICAL	7		X
Electrical	E-604	PANEL SCHEDULES ELECTRICAL	4		X
Electrical	E-605	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-606	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-607	PANEL SCHEDULES ELECTRICAL	4		X
Electrical	E-608	PANEL SCHEDULES ELECTRICAL	5		X
Electrical	E-609	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-610	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-611	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-612	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-613	PANEL SCHEDULES ELECTRICAL	3		X

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Electrical	E-614	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-615	PANEL SCHEDULES ELECTRICAL	3		X
Electrical	E-616	PANEL SCHEDULES ELECTRICAL	4		X
Electrical	E-617	PANEL SCHEDULES ELECTRICAL	4		X
Fieldhouse	FH-A101	FIELDHOUSE 1 & 2 - SITE PLAN	4		X
Fieldhouse	FH-A111	FIELDHOUSE 1 & 2 - FLOOR PLANS	5		X
Fieldhouse	FH-A112	FIELDHOUSE 1 & 2 - GRANDSTAND PLAN	4		X
Fieldhouse	FH-A113	DUGOUTS - FLOOR PLAN & ROOF PLAN	1		X
Fieldhouse	FH-A121	FIELDHOUSE 1 & 2 - REFLECTED CEILING PLAN	6		X
Fieldhouse	FH-A131	FIELDHOUSE 1 & 2 - ROOF PLANS	5		X
Fieldhouse	FH-A211	FIELDHOUSE 1 & 2 - EXTERIOR ELEVATIONS	4		X
Fieldhouse	FH-A212	FEILDHOU 1 & 2 - EXTERIOR ELEVATIONS	1		X
Fieldhouse	FH-A311	FIELDHOUSE - WALL SECTIONS	4		X
Fieldhouse	FH-A312	FIELDHOUSE - WALL SECTIONS	4		X
Fieldhouse	FH-A313	FIELDHOUSE - WALL SECTIONS	4		X
Fieldhouse	FH-A421	ENLARGED PLANS TOILET ROOMS	5		X
Fieldhouse	FH-A511	EXTERIOR SECTION DETAILS - FOUNDATION	0		X
Fieldhouse	FH-A512	EXTERIOR SECTION & PLAN DETAILS	4		X
Fieldhouse	FH-A601	DOOR SCHEDULE AND DETAILS	2		X
Fieldhouse	FH-E111	FIELDHOUSE A - FLOOR PLANS - ELECTRICAL	9		X
Fieldhouse	FH-E112	FIELDHOUSE B - FLOOR PLANS - ELECTRICAL	7		X
Fieldhouse	FH-G002	CODE REVIEW	2		X
Fieldhouse	FH-G111	CODE REVIEW PLAN - 1ST FLOOR	1		X
Fieldhouse	FH-I101	FIELDHOUSE - FINISH PLAN	8		X
Fieldhouse	FH-M111	FIELDHOUSE A & B - FLOOR PLANS - MECHANICAL	5		X
Fieldhouse	FH-P111	FIELDHOUSE A & B - FLOOR PLANS - PLUMBING	6		X
Fieldhouse	FH-S001	FIELDHOUSE COVER SHEET	1		X
Fieldhouse	FH-S002	FIELDHOUSE GENERAL NOTES	1		X
Fieldhouse	FH-S003	FIELDHOUSE GENERAL NOTES	1		X
Fieldhouse	FH-S004	FEILDHOUSE GENERAL NOTES AND SPECIAL INSPECTIONS	1		X
Fieldhouse	FH-S101	FIELDHOUSE FOUNDATION PLAN	2		X
Fieldhouse	FH-S102	FIELDHOUSE ROOF FRAMING PLAN	2		X
Fieldhouse	FH-S103	DUGOUT FOUNDATION AND ROOF FRAMING PLAN	1		X
Fieldhouse	FH-S401	FEILDHOUSE FOUNDATION DETAILS & SECTIONS	1		X
Fieldhouse	FH-S402	FEILDHOUSE FOUNDATION DETAILS & SECTIONS	1		X
Fieldhouse	FH-S403	DUGOUT FOUNDATION & FRAMING DETAILS	1		X
Fieldhouse	FH-S501	FIELDHOUSE FRAMING DETAILS AND SECTIONS	1		X
Fieldhouse	FH-S502	FIELDHOUSE FRAMING DETAILS & SECTIONS	2		X
Fieldhouse	FH-S503	FIELDHOUSE FRAMING DETAILS AND SECTIONS	1		X
Fire Protection	FH-FP111	FIELDHOUSE A - FLOOR PLANS - FIRE PROTECTION	1		X
Fire Protection	FP-111A	FIRST FLOOR PLAN AREA 'A'-FIRE PROTECTION	4		X
Fire Protection	FP-111B	FIRST FLOOR PLAN AREA 'B'-FIRE PROTECTION	4		X
Fire Protection	FP-111C	FIRST FLOOR PLAN AREA 'C'-FIRE PROTECTION	4		X
Fire Protection	FP-111D	FIRST FLOOR PLAN AREA 'D'-FIRE PROTECTION	4		X
Fire Protection	FP-111E	FIRST FLOOR PLAN AREA 'E'-FIRE PROTECTION	4		X
Fire Protection	FP-111F	FIRST FLOOR PLAN AREA 'F'-FIRE PROTECTION	4		X
Fire Protection	FP-111G	FIRST FLOOR PLAN AREA 'G'-FIRE PROTECTION	4		X
Fire Protection	FP-111H	FIRST FLOOR PLAN AREA 'H'-FIRE PROTECTION	4		X
Fire Protection	FP-111J	FIRST FLOOR PLAN AREA 'J'-FIRE PROTECTION	4		X
Fire Protection	FP-111K	FIRST FLOOR PLAN AREA 'K'-FIRE PROTECTION	4		X
Fire Protection	FP-111L	FIRST FLOOR PLAN AREA 'L'-FIRE PROTECTION	4		X
Fire Protection	FP-111L.1	FIRST FLOOR PLAN AREA 'L'-FIRE PROTECTION - ALTERNATE	4		X
Fire Protection	FP-111L.2	FIRST FLOOR PLAN AREA 'L' - FIRE PROTECTION - ALT.2	6		X
Fire Protection	FP-112A	SECOND FLOOR PLAN AREA 'A'-FIRE PROTECTION	4		X
Fire Protection	FP-112B	SECOND FLOOR PLAN AREA 'B'-FIRE PROTECTION	4		X
Fire Protection	FP-112E	SECOND FLOOR PLAN AREA 'E'-FIRE PROTECTION	4		X
Fire Protection	FP-112G	SECOND FLOOR PLAN AREA 'G'-FIRE PROTECTION	4		X
Fire Protection	FP-112H	SECOND FLOOR PLAN AREA 'H'-FIRE PROTECTION	4		X
Fire Protection	FP-112J	SECOND FLOOR PLAN AREA 'J'-FIRE PROTECTION	4		X
Fire Protection	FP-112K	SECOND FLOOR PLAN AREA 'K'-FIRE PROTECTION	4		X
Fire Protection	FP-112L	SECOND FLOOR PLAN AREA 'L'-FIRE PROTECTION	4		X
Fire Protection	FP-112L.1	SECOND FLOOR PLAN AREA 'L'-FIRE PROTECTION - ALTERNATE	4		X
Fire Protection	FP-113G	THIRD FLOOR PLAN AREA 'G'-FIRE PROTECTION	4		X
Fire Protection	FP-113H	THIRD FLOOR PLAN AREA 'H'-FIRE PROTECTION	4		X
Fire Protection	FP-113J	THIRD FLOOR PLAN AREA 'J'-FIRE PROTECTION	4		X
Fire Protection	FP-114	UPPER FLOOR PLANS - FIRE PROTECTION	4		X
Fire Protection	FP-401	AUDITORIUM ORCHESTRA PIT - FIRE PROTECTION	4		X
Fire Protection	FP-500	DETAILS - FIRE PROTECTION	5		X
Fire Protection	FP-600	LEGENDS & SCHEDULES - FIRE PROTECTION	5		X
General	G-001	COVER SHEET	5		X
General	G-002	DRAWING LIST	5		X
General	G-003	DRAWING LIST	5		X
General	G-100	CODE REVIEW	5		X
General	G-111	CODE REVIEW PLAN - FIRST FLOOR	5		X
General	G-111A	CODE REVIEW PLAN - FIRST FLOOR AREA A, B, C, & D	1		X
General	G-111B	CODE REVIEW PLAN - FIRST FLOOR AREA E, F, G	1		X
General	G-111C	CODE REVIEW PLAN - FIRST FLOOR AREA H, J, K, L	1		X
General	G-112	CODE REVIEW PLAN - SECOND FLOOR	5		X
General	G-112A	CODE REVIEW PLAN - SECOND FLOOR AREA A, B, C, D	1		X
General	G-112B	CODE REVIEW PLAN - SECOND FLOOR AREA E, F, G	1		X
General	G-112C	CODE REVIEW PLAN - SECOND FLOOR AREA H, J, K, L	1		X
General	G-113	CODE REVIEW PLAN - THIRD FLOOR	8		X
General	G-113A	CODE REVIEW PLAN - THIRD FLOOR AREA G, H, J	4		X
General	G-120	FIRST FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-120A	FIRST FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-120B	FIRST FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-120C	FIRST FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-121	SECOND FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-121A	SECOND FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-121B	SECOND FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-121C	SECOND FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X

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General	G-122	THIRD FLOOR REFLECTED DECK PLAN - FIREPROOFING	2		X
General	G-201	MIDDLE SCHOOL - MAIN OFFICE SECURITY PLAN	2		X
General	G-202	HIGH SCHOOL - MAIN OFFICE SECURITY PLAN	2		X
General	G211	DEMA SAFETY REVIEW - FIRST FLOOR	4		X
General	G-211	DEMA SAFETY REVIEW - FIRST FLOOR	1		X
General	G-212	DEMA SAFETY REVIEW - SECOND FLOOR	2		X
General	G213	DEMA SAFETY PLAN - THIRD FLOOR	3		X
General	G-213	DEMA SAFETY REVIEW - THIRD FLOOR	1		X
Interior	I-001	FINISH SCHEDULE	7		X
Interior	I-002	FINISH DETAILS	5		X
Interior	I-003	MIDDLE SCHOOL FINISH DETAILS	4		X
Interior	I-004	MIDDLE SCHOOL FINISH DETAILS	1		X
Interior	I-005	HIGH SCHOOL FINISH DETAILS	2		X
Interior	I-006	HIGH SCHOOL FINISH DETAILS	2		X
Interior	I-111A	FINISH PLAN - FIRST FLOOR - AREA 'A'	6		X
Interior	I-111B	FINISH PLAN - FIRST FLOOR - AREA 'B'	7		X
Interior	I-111C	FINISH PLAN - FIRST FLOOR - AREA 'C'	6		X
Interior	I-111D	FINISH PLAN - FIRST FLOOR - AREA 'D'	5		X
Interior	I-111E	FINISH PLAN - FIRST FLOOR - AREA 'E'	7		X
Interior	I-111F	FINISH PLAN - FIRST FLOOR - AREA 'F'	6		X
Interior	I-111G	FINISH PLAN - FIRST FLOOR - AREA 'G'	6		X
Interior	I-111H	FINISH PLAN - FIRST FLOOR - AREA 'H'	6		X
Interior	I-111J	FINISH PLAN - FIRST FLOOR - AREA 'J'	4		X
Interior	I-111K	FINISH PLAN - FIRST FLOOR - AREA 'K'	7		X
Interior	I-111L	FINISH PLAN - FIRST FLOOR - AREA 'L'	6		X
Interior	I-111L.1	FINISH PLAN - FIRST FLOOR - AREA 'L' - ALTERNATE 1	3		X
Interior	I-111L.2	FINISH PLAN - FIRST FLOOR - AREA 'L' - ALTERNATE 2	2		X
Interior	I-112A	FINISH PLAN - SECOND FLOOR - AREA 'A'	5		X
Interior	I-112B	FINISH PLAN - SECOND FLOOR - AREA 'B'	7		X
Interior	I-112E	FINISH PLAN - SECOND FLOOR - AREA 'E'	7		X
Interior	I-112G	FINISH PLAN - SECOND FLOOR - AREA 'G'	7		X
Interior	I-112H	FINISH PLAN - SECOND FLOOR - AREA 'H'	6		X
Interior	I-112J	FINISH PLAN - SECOND FLOOR - AREA 'J'	5		X
Interior	I-112K	FINISH PLAN - SECOND FLOOR - AREA 'K'	5		X
Interior	I-112L	FINISH PLAN - SECOND FLOOR - AREA 'L'	4		X
Interior	I-112L.1	FINISH PLAN - SECOND FLOOR - AREA 'L' - ALT. 1	1		X
Interior	I-113G	FINISH PLAN - THIRD FLOOR - AREA 'G'	5		X
Interior	I-113H	FINISH PLAN - THIRD FLOOR - AREA 'H'	7		X
Interior	I-113J	FINISH PLAN - THIRD FLOOR - AREA 'J'	5		X
Interior	I-114	PARTIAL FINISH PLAN - AREA B, G, E	5		X
Kitchen	K-100	COVER SHEET	1		X
Kitchen	K-101A	CAFETERIA KITCHEN EQUIPMENT PLAN	5		X
Kitchen	K-101B	CULINARY KITCHEN EQUIPMENT PLAN	5		X
Kitchen	K-101C	KITCHEN EQUIPMENT SCHEDULE	5		X
Kitchen	K-102A	VENTILATION PLAN	4		X
Kitchen	K-102B	CONDITION SCHEDULE AND DETAILS	4		X
Kitchen	K-102C	CULINARY BUILDING CONDITION & VENTILATION PLAN	4		X
Kitchen	K-102D	CULINARY BUILDING CONDITION SCHEDULE & DETAILS	3		X
Kitchen	K-103A	CAFETERIA PLUMBING ROUGH-IN PLAN	4		X
Kitchen	K-103B	CAFETERIA PLUMBING SCHEDULE & DETAILS	3		X
Kitchen	K-103C	CULINARY PLUMBING ROUGH-IN PLAN	4		X
Kitchen	K-103D	CULINARY PLUMBING SCHEDULE AND DETAILS	4		X
Kitchen	K-104A	ELECTRICAL ROUGH-IN PLAN	4		X
Kitchen	K-104B	ELECTRICAL SCHEDULE AND DETAILS	4		X
Kitchen	K-104C	ELECTRICAL ROUGH-IN PLAN	4		X
Kitchen	K-104D	ELECTRICAL SCHEDULE AND DETAILS	4		X
Kitchen	K-501A	FABRICATION DETAILS	2		X
Kitchen	K-501B	FABRICATION DETAILS	3		X
Kitchen	K-501C	FABRICATION DETAILS	2		X
Kitchen	K-502A	UTILITY RACEWAY DETAILS	2		X
Kitchen	K-502B	UTILITY RACEWAY DETAILS	2		X
Kitchen	K-503	VENTILATOR DETAILS - 1	4		X
Kitchen	K-504	VENTILATOR DETAILS - 2	4		X
Kitchen	K-505	VENTILATOR DETAILS - 3	4		X
Kitchen	K-506	VENTILATOR DETAILS - 4	4		X
Kitchen	K-507	VENTILATOR DETAILS - 5	4		X
Kitchen	K-508	VENTILATOR DETAILS - 6	4		X
Kitchen	K-509	DEMANDAIRE DETAILS - 1	4		X
Kitchen	K-510	DEMANDAIRE DETAILS - 2	4		X
Kitchen	K-511	FIRE SYSTEM DETAILS - 1	4		X
Kitchen	K-512	FIRE SYSTEM DETAILS - 2	4		X
Kitchen	K-513	FIRE SYSTEM DETAILS - 3	4		X
Kitchen	K-514	FIRE SYSTEM DETAILS - 4	4		X
Kitchen	K-515	COOKING SUITE DETAILS	1		X
Kitchen	K-516	COOKING SUITE ELEVATIONS	1		X
Kitchen	K-517	COOKING SUITE ISOMETRIC VIEWS	1		X
Kitchen	K-518	COOKING SUITE 3D VIEW	1		X
Kitchen	K-519	COOKING SUITE 3D VIEW	1		X
Kitchen	K-520	SERVING COUNTER ISOMETRIC VIEWS	1		X
Kitchen	K-521	SERVING COUNTER NOTES AND SCHEDULE	1		X
Kitchen	K-522	SERVING COUNTER PLAN VIEW	1		X
Kitchen	K-523	SERVING COUNTER PLAN VIEW	1		X
Kitchen	K-524	SERVING COUNTER ELEVATION VIEW	1		X
Kitchen	K-525	SERVING COUNTER 3D VIEW, LEGEND AND DETAILS	1		X
Kitchen	K-526	SERVING COUNTER NOTES AND SCHEDULE	1		X
Kitchen	K-527	SERVING COUNTER PLAN VIEW	1		X
Kitchen	K-528	SERVING COUNTER PLAN VIEW	1		X
Kitchen	K-529	SERVING COUNTER ELEVATION VIEW	1		X
Landscape	L-100	KEY LANDSCAPE PLAN	4		X
Landscape	L-101.1	HARDSCAPE PLAN	4		X
Landscape	L-101.2	HARDSCAPE PLAN	4		X

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Landscape	L-102.1	PLANTING PLAN	4		X
Landscape	L-102.2	PLANTING PLAN	4		X
Landscape	L-102.3	PLANTING PLAN & SCHEDULE	4		X
Landscape	L-103.1	COURTYARD A PLANTING PLAN	4		X
Landscape	L-103.2	COURTYARD A - LAYOUT & MATERIALS PLAN	4		X
Landscape	L-103.3	COURTYARD A DRAINAGE PLAN	3		X
Landscape	L-104.1	COURTYARD B PLANTING PLAN	3		X
Landscape	L-104.2	COURTYARD B - LAYOUT & MATERIALS PLAN	5		X
Landscape	L-104.3	COURTYARD B DRAINAGE PLAN	3		X
Landscape	L-200	HARDSCAPE DETAILS	4		X
Landscape	L-300	PLANTING DETAILS	4		X
Landscape	L-400	COURTYARD DETAILS	4		X
Landscape	LF-001	ATHLETICS LEGENDS, NOTES & KEY PLAN	2		
Landscape	LF-101	LAYOUT & MATERIALS PLAN - FIELD #1: VARSITY SOFTBALL FIELD	2		
Landscape	LF-102	LAYOUT & MATERIALS PLAN - FIELD #2: TRACK & FIELD STADIUM	2		
Landscape	LF-103	LAYOUT & MATERIALS PLAN - FIELD #3: SECONDARY TURF FIELD	2		
Landscape	LF-104	LAYOUT & MATERIALS PLAN - FIELD #4: PRACTICE SOFTBALL FIELD	2		
Landscape	LF-105	LAYOUT & MATERIALS PLAN - FIELD #5: BASEBALL VARSITY FIELD	2		
Landscape	LF-106	LAYOUT & MATERIALS PLAN - FIELD #6: BASEBALL PRACTICE FIELD	2		
Landscape	LF-107	LAYOUT & MATERIALS PLAN - FIELD #7: MULTI-PURPOSE FIELD I	2		
Landscape	LF-108	LAYOUT & MATERIALS PLAN - FIELD #8: MULTI-PURPOSE FIELD II	2		
Landscape	LF-109	LAYOUT & MATERIALS PLAN - TENNIS	2		
Landscape	LF-110	LAYOUT & MATERIALS PLAN - STADIUM ENTRANCE	1		
Landscape	LF-111	LAYOUT & MATERIALS PLAN - ATHLETICS COURTYARD	2		
Landscape	LF-201	GRADING PLAN - FIELD #1: VARSITY SOFTBALL FIELD	2		
Landscape	LF-202	GRADING PLAN - FIELD #2: TRACK & FIELD STADIUM	2		
Landscape	LF-203	GRADING PLAN - FIELD #3: SECONDARY TURF FIELD	2		
Landscape	LF-204	GRADING PLAN - FIELD #4: PRACTICE SOFTBALL FIELD	2		
Landscape	LF-205	GRADING PLAN - FIELD #5: BASEBALL VARSITY FIELD	2		
Landscape	LF-206	GRADING PLAN - FIELD #6: BASEBALL PRACTICE FIELD	2		
Landscape	LF-207	GRADING PLAN - FIELD #7: MULTIPURPOSE FIELD I	2		
Landscape	LF-208	GRADING PLAN - FIELD #8: MULTIPURPOSE FIELD II	2		
Landscape	LF-209	GRADING PLAN - TENNIS	2		
Landscape	LF-210	GRADING PLAN - ATHLETICS COURTYARD	2		
Landscape	LF-301	FIELD DRAINAGE PLAN - FIELD #1 - VARSITY SOFTBALL FIELD	2		
Landscape	LF-302	FIELD DRAINAGE PLAN - FIELD #2 - TRACK & FIELD STADIUM	2		
Landscape	LF-303	FIELD DRAINAGE PLAN - FIELD #3 - SECONDARY TURF FIELD	2		
Landscape	LF-304	FIELD DRAINAGE PLAN - FIELD #5: VARSITY BASEBALL FIELD	1		
Landscape	LF-305	DRAINAGE PLAN - ATHLETICS COURTYARD	1		
Landscape	LF-401	ENLARGEMENT SHEET I	2		
Landscape	LF-402	ENLARGEMENT SHEET II	2		
Landscape	LF-403	ENLARGEMENT SHEET III	2		
Landscape	LF-404	ENLARGEMENT SHEET IV	2		
Landscape	LF-501	DETAIL SHEET I	2		
Landscape	LF-502	DETAIL SHEET II	2		
Landscape	LF-503	DETAIL SHEET III	2		
Landscape	LF-504	DETAIL SHEET IV	2		
Landscape	LF-505	DETAIL SHEET V	2		
Landscape	LF-506	DETAIL SHEET VI	2		
Landscape	LF-507	DETAIL SHEET VII	2		
Landscape	LF-508	DETAIL SHEET VIII	2		
Landscape	LF-509	DETAIL SHEET IX	2		
Landscape	LF-510	DETAIL SHEET X	1		
Landscape	LF-511	DETAIL SHEET XI	2		
Landscape	LF-512	DETAIL SHEET XII	2		
Landscape	LF-513	DETAIL SHEET XIII	2		
Landscape	LF-514	DETAIL SHEET XIV	2		
Landscape	LF-515	DETAIL SHEET XV	2		
Landscape	LF-601	HOME BLEACHER ENL. SHEET - TRACK & FIELD STADIUM	2		
Landscape	LF-602	HOME BLEACHER DETAILS - TRACK & FIELD STADIUM	2		
Landscape	LF-603	VISITOR BLEACHER ENL. SHEET - TRACK & FIELD STADIUM	2		
Landscape	LF-604	VISITOR BLEACHER DETAIL SHEET - TRACK & FIELD STADIUM	2		
Landscape	LF-605	PRESSBOX DETAILS - TRACK & FIELD STADIUM	2		
Landscape	LF-606	PRESSBOX DETAILS - TRACK & FIELD STADIUM	2		
Landscape	LF-701	TRACK FIELD FIELD LINE LAYOUT	2		
Landscape	LF-702	TRACK STRIPING PLAN	2		
Landscape	LF-703	SECONDARY TURF FIELD - FIELD LINE LAYOUT	2		
Landscape	LF-704	FIELD LINE DETAILS	2		
Landscape	LF-801	SPORTS LIGHTING DESIGN & FOUNDATIONS	2		
Mechanical	M-001	LEGENDS MECHANICAL	4		X
Mechanical	M-111A	FIRST FLOOR PLAN AREA 'A'- DUCTWORK	4		X
Mechanical	M-111B	FIRST FLOOR PLAN AREA 'B'- DUCTWORK	5		X
Mechanical	M-111C	FIRST FLOOR PLAN AREA 'C'- DUCTWORK	4		X
Mechanical	M-111D	FIRST FLOOR PLAN AREA 'D'- DUCTWORK	4		X
Mechanical	M-111E	FIRST FLOOR PLAN AREA 'E'- DUCTWORK	4		X
Mechanical	M-111F	FIRST FLOOR PLAN AREA 'F'-DUCTWORK	5		X
Mechanical	M-111G	FIRST FLOOR PLAN AREA 'G'- DUCTWORK	4		X
Mechanical	M-111H	FIRST FLOOR PLAN AREA 'H'- DUCTWORK	4		X
Mechanical	M-111J	FIRST FLOOR PLAN AREA 'J'- DUCTWORK	4		X
Mechanical	M-111K	FIRST FLOOR PLAN AREA 'K'- DUCTWORK	4		X
Mechanical	M-111L	FIRST FLOOR PLAN AREA 'L'- DUCTWORK	5		X
Mechanical	M-111L.1	FIRST FLOOR PLAN AREA 'L'- DUCTWORK - ALTERNATE	5		X
Mechanical	M-111L.2	FIRST FLOOR PLAN AREA 'L'- DUCTWORK -ALT.2	3		X
Mechanical	M-112A	SECOND FLOOR PLAN AREA 'A'- DUCTWORK	4		X
Mechanical	M-112B	SECOND FLOOR PLAN AREA 'B'- DUCTWORK	4		X
Mechanical	M-112E	SECOND FLOOR PLAN AREA 'E'- DUCTWORK	4		X
Mechanical	M-112G	SECOND FLOOR PLAN AREA 'G'- DUCTWORK	4		X
Mechanical	M-112H	SECOND FLOOR PLAN AREA 'H'- DUCTWORK	4		X
Mechanical	M-112J	SECOND FLOOR PLAN AREA 'J'- DUCTWORK	4		X
Mechanical	M-112K	SECOND FLOOR PLAN AREA 'K'- DUCTWORK	4		X
Mechanical	M-112L	SECOND FLOOR PLAN AREA 'L'- DUCTWORK	4		X

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Mechanical	M-112L.1	SECOND FLOOR PLAN AREA 'L'- DUCTWORK - ALTERNATE	4		X
Mechanical	M-113G	THIRD FLOOR PLAN AREA 'G'- DUCTWORK	4		X
Mechanical	M-113H	THIRD FLOOR PLAN AREA 'H'- DUCTWORK	4		X
Mechanical	M-113J	THIRD FLOOR PLAN AREA 'J'- DUCTWORK	4		X
Mechanical	M-121A	FIRST FLOOR PLAN AREA 'A'-PIPING	4		X
Mechanical	M-121B	FIRST FLOOR PLAN AREA 'B'-PIPING	4		X
Mechanical	M-121C	FIRST FLOOR PLAN AREA 'C'-PIPING	4		X
Mechanical	M-121D	FIRST FLOOR PLAN AREA 'D'-PIPING	4		X
Mechanical	M-121E	FIRST FLOOR PLAN AREA 'E'-PIPING	5		X
Mechanical	M-121F	FIRST FLOOR PLAN AREA 'F'-PIPING	4		X
Mechanical	M-121G	FIRST FLOOR PLAN AREA 'G'-PIPING	4		X
Mechanical	M-121H	FIRST FLOOR PLAN AREA 'H'-PIPING	5		X
Mechanical	M-121J	FIRST FLOOR PLAN AREA 'J'-PIPING	4		X
Mechanical	M-121K	FIRST FLOOR PLAN AREA 'K'-PIPING	4		X
Mechanical	M-121L	FIRST FLOOR PLAN AREA 'L'-PIPING	5		X
Mechanical	M-121L.1	FIRST FLOOR PLAN AREA 'L'-PIPING- ALTERNATE	5		X
Mechanical	M-122A	SECOND FLOOR PLAN AREA 'A'-PIPING	4		X
Mechanical	M-122B	SECOND FLOOR PLAN AREA 'B'-PIPING	4		X
Mechanical	M-122E	SECOND FLOOR PLAN AREA 'E'-PIPING	5		X
Mechanical	M-122G	SECOND FLOOR PLAN AREA 'G'-PIPING	4		X
Mechanical	M-122H	SECOND FLOOR PLAN AREA 'H'-PIPING	5		X
Mechanical	M-122J	SECOND FLOOR PLAN AREA 'J'-PIPING	4		X
Mechanical	M-123G	THIRD FLOOR PLAN AREA 'G'-PIPING	4		X
Mechanical	M-123H	THIRD FLOOR PLAN AREA 'H'-PIPING	5		X
Mechanical	M-123J	THIRD FLOOR PLAN AREA 'J'-PIPING	4		X
Mechanical	M-124	ENLARGED UPPER FLOOR PLANS - MECHANICAL	4		X
Mechanical	M-141A	ROOF PLAN AREA 'A'- MECHANICAL	4		X
Mechanical	M-141B	ROOF PLAN AREA 'B'- MECHANICAL	4		X
Mechanical	M-141C	ROOF PLAN AREA 'C'- MECHANICAL	4		X
Mechanical	M-141D	ROOF PLAN AREA 'D'- MECHANICAL	4		X
Mechanical	M-141E	ROOF PLAN AREA 'E'- MECHANICAL	5		X
Mechanical	M-141F	ROOF PLAN AREA 'F'- MECHANICAL	5		X
Mechanical	M-141G	ROOF PLAN AREA 'G'- MECHANICAL	4		X
Mechanical	M-141H	ROOF PLAN AREA 'H'- MECHANICAL	4		X
Mechanical	M-141J	ROOF PLAN AREA 'J'- MECHANICAL	4		X
Mechanical	M-141K	ROOF PLAN AREA 'K'- MECHANICAL	4		X
Mechanical	M-141K.1	ROOF PLAN AREA 'K'- MECHANICAL -	2		X
Mechanical	M-401	AUDITORIUM ORCHESTRA PIT - MECHANICAL	5		X
Mechanical	M-500	DETAILS - MECHANICAL	5		X
Mechanical	M-501	DETAILS MECHANICAL	4		X
Mechanical	M-502	DETAILS MECHANICAL	4		X
Mechanical	M-503	DETAILS MECHANICAL	4		X
Mechanical	M-600	SCHEDULES MECHANICAL	4		X
Mechanical	M-601	SCHEDULES MECHANICAL	4		X
Mechanical	M-602	SCHEDULES MECHANICAL	4		X
Mechanical	M-603	SCHEDULES MECHANICAL	5		X
Mechanical	M-604	SCHEDULES MECHANICAL	5		X
Mechanical	M-605	SCHEDULES MECHANICAL	4		X
Mechanical	M-606	SCHEDULES MECHANICAL	4		X
Mechanical	M-607	SCHEDULES MECHANICAL	4		X
Mechanical	M-608	SCHEDULES MECHANICAL	4		X
Mechanical	M-701	SMOKE MANAGEMENT PLAN - MECHANICAL	1		X
Plumbing	P-001	LEGENDS PLUMBING	4		X
Plumbing	P-101A	FIRST FLOOR PLAN AREA 'A' - PLUMBING FIXTURES	4		X
Plumbing	P-101B	FIRST FLOOR PLAN AREA 'B' - PLUMBING FIXTURES	4		X
Plumbing	P-101C	FIRST FLOOR PLAN AREA 'C' - PLUMBING FIXTURES	4		X
Plumbing	P-101D	FIRST FLOOR PLAN AREA 'D' - PLUMBING FIXTURES	4		X
Plumbing	P-101E	FIRST FLOOR PLAN AREA 'E' - PLUMBING FIXTURES	4		X
Plumbing	P-101F	FIRST FLOOR PLAN AREA 'F' - PLUMBING FIXTURES	4		X
Plumbing	P-101G	FIRST FLOOR PLAN AREA 'G' - PLUMBING FIXTURES	4		X
Plumbing	P-101H	FIRST FLOOR PLAN AREA 'H' - PLUMBING FIXTURES	4		X
Plumbing	P-101J	FIRST FLOOR PLAN AREA 'J' - PLUMBING FIXTURES	2		
Plumbing	P-101K	FIRST FLOOR PLAN AREA 'K' - PLUMBING FIXTURES	4		X
Plumbing	P-101L	FIRST FLOOR PLAN AREA 'L' - PLUMBING FIXTURES	4		X
Plumbing	P-102A	SECOND FLOOR PLAN AREA 'A' - PLUMBING FIXTURES	4		X
Plumbing	P-102B	SECOND FLOOR PLAN AREA 'B' - PLUMBING FIXTURES	4		X
Plumbing	P-102E	SECOND FLOOR PLAN AREA 'E' - PLUMBING FIXTURES	2		
Plumbing	P-102G	SECOND FLOOR PLAN AREA 'G' - PLUMBING FIXTURES	4		X
Plumbing	P-102H	SECOND FLOOR PLAN AREA 'H' - PLUMBING FIXTURES	4		X
Plumbing	P-102K	SECOND FLOOR PLAN AREA 'K' - PLUMBING FIXTURES	2		
Plumbing	P-103H	THIRD FLOOR PLAN AREA 'H' - PLUMBING FIXTURES	4		X
Plumbing	P-110A	BELOW SLAB PLAN AREA 'A' - PLUMBING	4		X
Plumbing	P-110B	BELOW SLAB PLAN AREA 'B' - PLUMBING	4		X
Plumbing	P-110C	BELOW SLAB PLAN AREA 'C' - PLUMBING	5		X
Plumbing	P-110D	BELOW SLAB PLAN AREA 'D' - PLUMBING	4		X
Plumbing	P-110E	BELOW SLAB PLAN AREA 'E' - PLUMBING	5		X
Plumbing	P-110F	BELOW SLAB PLAN AREA 'F' - PLUMBING	4		X
Plumbing	P-110G	BELOW SLAB PLAN AREA 'G' - PLUMBING	4		X
Plumbing	P-110H	BELOW SLAB PLAN AREA 'H' - PLUMBING	6		X
Plumbing	P-110J	BELOW SLAB PLAN AREA 'J' - PLUMBING	4		X
Plumbing	P-110K	BELOW SLAB PLAN AREA 'K' - PLUMBING	5		X
Plumbing	P-110L	BELOW SLAB PLAN AREA 'L' - PLUMBING	4		X
Plumbing	P-110L.1	BELOW SLAB PLAN AREA 'L' - PLUMBING - ALT.1	1		X
Plumbing	P-111A	FIRST FLOOR PLAN AREA 'A' - PLUMBING	4		X
Plumbing	P-111B	FIRST FLOOR PLAN AREA 'B' - PLUMBING	4		X
Plumbing	P-111C	FIRST FLOOR PLAN AREA 'C' - PLUMBING	4		X
Plumbing	P-111D	FIRST FLOOR PLAN AREA 'D' - PLUMBING	4		X
Plumbing	P-111E	FIRST FLOOR PLAN AREA 'E' - PLUMBING	4		X
Plumbing	P-111F	FIRST FLOOR PLAN AREA 'F' - PLUMBING	4		X
Plumbing	P-111G	FIRST FLOOR PLAN AREA 'G' - PLUMBING	4		X
Plumbing	P-111H	FIRST FLOOR PLAN AREA 'H' - PLUMBING	5		X

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Plumbing	P-111J	FIRST FLOOR PLAN AREA 'J' - PLUMBING	4		X
Plumbing	P-111K	FIRST FLOOR PLAN AREA 'K' - PLUMBING	4		X
Plumbing	P-111L	FIRST FLOOR PLAN AREA 'L' - PLUMBING	5		X
Plumbing	P-111L.1	FIRST FLOOR PLAN AREA 'L' - PLUMBING - ALTERNATE	10		X
Plumbing	P-111L.2	FLOOR PLANS AREA 'L' - PLUMBING - ALT.2	1		X
Plumbing	P-112A	SECOND FLOOR PLAN AREA 'A' - PLUMBING	4		X
Plumbing	P-112B	SECOND FLOOR PLAN AREA 'B' - PLUMBING	4		X
Plumbing	P-112E	SECOND FLOOR PLAN AREA 'E' - PLUMBING	4		X
Plumbing	P-112G	SECOND FLOOR PLAN AREA 'G' - PLUMBING	4		X
Plumbing	P-112H	SECOND FLOOR PLAN AREA 'H' - PLUMBING	5		X
Plumbing	P-112J	SECOND FLOOR PLAN AREA 'J' - PLUMBING	4		X
Plumbing	P-112K	SECOND FLOOR PLAN AREA 'K' - PLUMBING	4		X
Plumbing	P-113G	THIRD FLOOR PLAN AREA 'G' - PLUMBING	4		X
Plumbing	P-113H	THIRD FLOOR PLAN AREA 'H' - PLUMBING	5		X
Plumbing	P-113J	THIRD FLOOR PLAN AREA 'J' - PLUMBING	4		X
Plumbing	P-114	UPPER FLOOR PLANS - PLUMBING	4		X
Plumbing	P-141A	ROOF PLAN AREA 'A' - PLUMBING	4		X
Plumbing	P-141B	ROOF PLAN AREA 'B' - PLUMBING	4		X
Plumbing	P-141C	ROOF PLAN AREA 'C' - PLUMBING	4		X
Plumbing	P-141D	ROOF PLAN AREA 'D' - PLUMBING	4		X
Plumbing	P-141E	ROOF PLAN AREA 'E' - PLUMBING	4		X
Plumbing	P-141F	ROOF PLAN AREA 'F' - PLUMBING	4		X
Plumbing	P-141G	ROOF PLAN AREA 'G' - PLUMBING	4		X
Plumbing	P-141H	ROOF PLAN AREA 'H' - PLUMBING	4		X
Plumbing	P-141J	ROOF PLAN AREA 'J' - PLUMBING	4		X
Plumbing	P-141K	ROOF PLAN AREA 'K' - PLUMBING	4		X
Plumbing	P-141L	ROOF PLAN AREA 'L' - PLUMBING	2		
Plumbing	P-400	ENLARGED KITCHEN PLAN - BELOW SLAB - PLUMBING	3		X
Plumbing	P-401	ENLARGED KITCHEN PLAN - PLUMBING	6		X
Plumbing	P-402	ENLARGED CULINARY KITCHEN PLAN BELOW SLAB - PLUMBING	4		X
Plumbing	P-403	ENLARGED CULINARY KITCHEN PLAN - PLUMBING	4		X
Plumbing	P-411	AUDITORIUM ORCHESTRA PIT - PLUMBING	4		X
Plumbing	P-500	DETAILS PLUMBING	5		X
Plumbing	P-501	DETAILS PLUMBING	4		X
Plumbing	P-502	DETAILS PLUMBING	4		X
Plumbing	P-503	RISER DIAGRAMS PLUMBING	5		X
Plumbing	P-504	RISER DIAGRAMS PLUMBING	4		X
Plumbing	P-505	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-506	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-507	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-508	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-509	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-510	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-511	RISER DIAGRAMS PLUMBING	1		X
Plumbing	P-600	SCHEDULES PLUMBING	6		X
Plumbing	P-601	SCHEDULES PLUMBING	5		X
Structural	S-001	COVER SHEET	4		X
Structural	S-002	GENERAL NOTES	4		X
Structural	S-003	GENERAL NOTES	4		X
Structural	S-004	GENERAL NOTES	5		X
Structural	S-005	SCHEDULE OF SPECIAL INSPECTIONS	1		X
Structural	S-101	OVERALL FOUNDATION PLAN	4		X
Structural	S-102	OVERALL SECOND FLOOR FRAMING	4		X
Structural	S-103	OVERALL THIRD FLOOR FRAMING	4		X
Structural	S-104	OVERALL ROOF FRAMING PLAN	4		X
Structural	S-111A	FOUNDATION PLAN - AREA 'A'	6		X
Structural	S-111B	FOUNDATION PLAN - AREA 'B'	4		X
Structural	S-111C	FOUNDATION PLAN - AREA 'C'	6		X
Structural	S-111D	FOUNDATION PLAN - AREA 'D'	5		X
Structural	S-111E	FOUNDATION PLAN - AREA 'E'	7		X
Structural	S-111E.1	SLAB PLAN -AREA'E'	2		
Structural	S-111F	FOUNDATION PLAN - AREA 'F'	5		X
Structural	S-111G	FOUNDATION PLAN - AREA 'G'	5		X
Structural	S-111H	FOUNDATION PLAN - AREA 'H'	6		X
Structural	S-111J	FOUNDATION PLAN - AREA 'J'	5		X
Structural	S-111K	FOUNDATION PLAN - AREA 'K'	6		X
Structural	S-111L	FOUNDATION PLAN - AREA 'L'	6		X
Structural	S-111L.1	FOUNDATION PLAN - AREA 'L'(ALT 1)	6		X
Structural	S-111L.2	FOUNDATION PLAN - AREA 'L'(ALT 2)	5		X
Structural	S-111M	FOUNDATION PLAN - MEDIA CENTER	6		X
Structural	S-112A	SECOND FLOOR FRAMING PLAN - AREA 'A'	6		X
Structural	S-112B	SECOND FLOOR FRAMING PLAN - AREA 'B'	5		X
Structural	S-112E	SECOND FLOOR FRAMING PLAN - AREA 'E'	5		X
Structural	S-112G	SECOND FLOOR FRAMING PLAN - AREA 'G'	5		X
Structural	S-112H	SECOND FLOOR FRAMING PLAN - AREA 'H'	5		X
Structural	S-112J	SECOND FLOOR FRAMING PLAN - AREA 'J'	5		X
Structural	S-112K	SECOND FLOOR FRAMING PLAN - AREA 'K'	5		X
Structural	S-112L	SECOND FLOOR FRAMING PLAN - AREA 'L'	5		X
Structural	S-112L.1	SECOND FLOOR FRAMING PLAN - AREA 'L'(ALT 1)	5		X
Structural	S-112L.2	SECOND FLOOR FRAMING PLAN - AREA 'L'(ALT 2)	5		X
Structural	S-112M	SECOND FLOOR FRAMING PLAN - MEDIA CENTER	5		X
Structural	S-113G	THIRD FLOOR FRAMING PLAN - AREA 'G'	5		X
Structural	S-113H	THIRD FLOOR FRAMING PLAN - AREA 'H'	5		X
Structural	S-113J	THIRD FLOOR FRAMING PLAN - AREA 'J'	5		X
Structural	S-114A	ROOF FRAMING PLAN -AREA'A'	5		X
Structural	S-114B	ROOF FRAMING PLAN -AREA'B'	5		X
Structural	S-114C	ROOF FRAMING PLAN -AREA'C'	5		X
Structural	S-114D	ROOF FRAMING PLAN -AREA'D'	5		X
Structural	S-114E	ROOF FRAMING PLAN -AREA'E'	7		X
Structural	S-114F	ROOF FRAMING PLAN -AREA'F'	6		X
Structural	S-114G	ROOF FRAMING PLAN -AREA'G'	5		X

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Structural	S-114H	ROOF FRAMING PLAN -AREA'H'	5		X
Structural	S-114J	ROOF FRAMING PLAN -AREA'J'	5		X
Structural	S-114K	ROOF FRAMING PLAN -AREA'K'	5		X
Structural	S-114L	ROOF FRAMING PLAN -AREA'L'	5		X
Structural	S-114M	ROOF FRAMING PLAN - MEDIA CENTER	5		X
Structural	S-115C	HIGH ROOF FRAMING PLAN -AREA'C'	5		X
Structural	S-115D	HIGH ROOF FRAMING PLAN -AREA'D'	4		X
Structural	S-115E	HIGH ROOF FRAMING PLAN -AREA'E'	5		X
Structural	S-200	TRUSS ELEVATION PLAN	4		X
Structural	S-201	ELEVATION PLAN	5		X
Structural	S-202	BRACE FRAME ELEVATIONS	4		X
Structural	S-203	BRACE FRAME ELEVATIONS	4		X
Structural	S-204	TRUSS/BRACE FRAME DETAILS	2		X
Structural	S-205	STEPPED GRIDER DETAILS	2		X
Structural	S-210	ENLARGED FRAMING PLAN	5		X
Structural	S-211	BLACK BOX THEATER FRAMING PLANS	5		X
Structural	S-212	ENLARGED PLANS	3		X
Structural	S-401	FOUNDATION DETAILS & SECTIONS	4		X
Structural	S-402	FOUNDATION DETAILS & SECTIONS	4		X
Structural	S-403	FOUNDATION DETAILS & SECTIONS	6		X
Structural	S-404	FOUNDATION DETAILS & SECTIONS	5		X
Structural	S-405	FOUNDATION DETAILS & SECTIONS	5		X
Structural	S-406	FOUNDATION DETAILS & SECTIONS	4		X
Structural	S-407	FOUNDATION DETAILS & SECTIONS	3		X
Structural	S-410	FOUNDATION DETAILS & SECTIONS	1		
Structural	S-411	FOUNDATION DETAILS & SECTIONS	1		
Structural	S-415	FOUNDATION DETAILS & SECTIONS	0		
Structural	S-501	FRAMING DETAILS & SECTIONS	5		X
Structural	S-502	FRAMING DETAILS & SECTIONS	5		X
Structural	S-503	FRAMING DETAILS & SECTIONS	5		X
Structural	S-504	FRAMING DETAILS & SECTIONS	6		X
Structural	S-505	FRAMING DETAILS & SECTIONS	5		X
Structural	S-506	FRAMING DETAILS & SECTIONS	5		X
Structural	S-507	FRAMING DETAILS & SECTIONS	7		X
Structural	S-508	FRAMING DETAILS & SECTIONS	7		X
Structural	S-508.1	FRAMING DETAILS & SECTIONS	0		
Structural	S-509	FRAMING DETAILS & SECTIONS	7		X
Structural	S-510	FRAMING DETAILS & SECTIONS	4		X
Structural	S-511	FRAMING DETAILS & SECTIONS	6		X
Structural	S-512	FRAMING DETAILS & SECTIONS	6		X
Structural	S-513	FRAMING DETAILS & SECTIONS	6		X
Structural	S-514	FRAMING DETAILS & SECTIONS	6		X
Structural	S-515	FRAMING DETAILS & SECTIONS	5		X
Structural	S-516	FRAMING DETAILS & SECTIONS	6		X
Structural	S-517	FRAMING DETAILS & SECTIONS	4		X
Structural	S-518	FRAMING DETAILS & SECTIONS	3		X
Structural	S-519	FRAMING DETAILS & SECTIONS	4		X
Structural	S-520	FRAMING DETAILS & SECTIONS	5		X
Structural	S-521	ROOF FRAMING DETAILS & SECTIONS	5		X
Structural	S-522	ROOF FRAMING DETAILS & SECTIONS	5		X
Structural	S-523	ROOF FRAMING DETAILS & SECTIONS	5		X
Structural	S-524	ROOF FRAMING DETAILS & SECTIONS	2		
Structural	S-525	ROOF FRAMING DETAILS & SECTIONS	2		
Structural	S-526	ROOF FRAMING DETAILS & SECTIONS	1		
Structural	S-527	ROOF FRAMING DETAILS & SECTIONS	1		
Structural	S-529	ROOF FRAMING DETAILS & SECTIONS	1		
Structural	S-530	ROOF FRAMING DETAILS & SECTIONS	2		
Structural	S-531	ROOF FRAMING DETAILS & SECTIONS	2		
Structural	S-532	ROOF FRAMING DETAILS & SECTIONS	2		
Structural	S-533	FRAMING DETAILS & SECTIONS	1		
Structural	S-534	FRAMING DETAILS & SECTIONS	1		
Structural	S-535	FRAMING DETAILS & SECTIONS	1		
Structural	S-536	FRAMING DETAILS & SECTIONS	1		
Structural	S-537	FRAMING DETAILS & SECTIONS	1		
Structural	S-538	FRAMING DETAILS & SECTIONS	1		
Structural	S-711A	FIRST FLOOR CFS FRAMING PLAN - AREA 'A'	4		X
Structural	S-711B	FIRST FLOOR CFMF FRAMING PLAN - AREA 'B'	3		X
Structural	S-711C	FIRST FLOOR CFMF FRAMING PLAN - AREA 'C'	3		X
Structural	S-711D	FIRST FLOOR CFMF FRAMING PLAN - AREA 'D'	3		X
Structural	S-711E	FIRST FLOOR CFMF FRAMING PLAN - AREA 'E'	3		X
Structural	S-711F	FIRST FLOOR CFMF FRAMING PLAN - AREA 'F'	3		X
Structural	S-711G	FIRST FLOOR CFMF FRAMING PLAN - AREA 'G'	3		X
Structural	S-711H	FIRST FLOOR CFS FRAMING PLAN - AREA 'H'	4		X
Structural	S-711J	FIRST FLOOR CFMF FRAMING PLAN - AREA 'J'	3		X
Structural	S-711K	FIRST FLOOR CFMF FRAMING PLAN - AREA 'K'	3		X
Structural	S-711L	FIRST FLOOR CFS FRAMING PLAN - AREA 'L'	4		X
Structural	S-711L.1	FIRST FLOOR CFMF FRAMING PLAN - AREA 'L'(ALT 1)	1		
Structural	S-711L.2	FIRST FLOOR CFS FRAMING PLAN - AREA 'L'(ALT 2)	4		X
Structural	S-711M	FIRST FLOOR CFMF FRAMING PLAN - MEDIA CENTER	3		X
Structural	S-712A	SECOND FLOOR CFS FRAMING PLAN - AREA 'A'	4		X
Structural	S-712B	SECOND FLOOR CFMF FRAMING PLAN - AREA 'B'	3		X
Structural	S-712E	SECOND FLOOR CFMF FRAMING PLAN - AREA 'E'	3		X
Structural	S-712G	SECOND FLOOR CFMF FRAMING PLAN - AREA 'G'	3		X
Structural	S-712H	SECOND FLOOR CFS FRAMING PLAN - AREA 'H'	4		X
Structural	S-712J	SECOND FLOOR CFMF FRAMING PLAN - AREA 'J'	3		X
Structural	S-712K	SECOND FLOOR CFMF FRAMING PLAN - AREA 'K'	3		X
Structural	S-712M	SECOND FLOOR CFMF FRAMING PLAN - MEDIA CENTER	2		X
Structural	S-713E	THIRD FLOOR CFS FRAMING PLAN - AREA 'E'	0		X
Structural	S-713G	THIRD FLOOR CFMF FRAMING PLAN - AREA 'G'	3		X
Structural	S-713H	THIRD FLOOR CFMF FRAMING PLAN - AREA 'H'	3		X
Structural	S-713J	THIRD FLOOR CFMF FRAMING PLAN - AREA 'J'	3		X

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Structural	S-713L	THIRD FLOOR CFS FRAMING PLAN - AREA 'L'	0		X
Structural	S-714	PARTIAL ROOF CFS FRAMING PLAN	0		X
Structural	S-720	CFS CONNECTION DETAILS	4		X
Structural	S-721	CFMF CONNECTION DETAILS	3		X
Structural	S-722	CFMF CONNECTION DETAILS	3		X
Structural	S-723	CFMF CONNECTION DETAILS	1		
Structural	S-724	CFMF CONNECTION DETAILS	1		
Structural	S-731	CFS SECTIONS	1		X
Structural	S-732	CFS SECTIONS	1		X
Structural	S-733	CFS SECTIONS	1		X
Structural	S-734	CFS SECTIONS	1		X
Structural	S-735	CFS SECTIONS	1		X
Structural	S-736	CFS SECTIONS	1		X
Structural	S-737	CFS SECTIONS	1		X
Structural	S-738	CFS SECTIONS	1		X
Structural	S-739	CFS SECTIONS	1		X
Structural	S-740	CFS SECTIONS	0		X
Structural	S-741	CFS SECTIONS	0		X
Structural	S-742	CFS SECTIONS	0		X
Structural	S-743	CFS SECTIONS	0		X
Structural	S-744	CFS SECTIONS	0		X
Structural	S-745	CFS SECTIONS	0		X
Structural	S-746	CFS SECTIONS	0		X
Structural	S-747	CFS SECTIONS	0		X
Structural	S-748	CFS SECTIONS	0		X
Structural	S-749	CFS SECTIONS	0		X
Structural	S-750	CFS SECTIONS	0		X
Structural	S-751	CFS SECTIONS	0		X
Structural	S-752	CFS SECTIONS	0		X
Structural	S-753	CFS SECTIONS	0		X
Structural	S-754	CFS SECTIONS	0		X
Structural	S-755	CFS SECTIONS	0		X
Theater	Q-001	THEATRE GENERAL INFORMATION	4		X
Theater	QA-001	AV SYSTEMS - SCHEDULES	4		X
Theater	QA-002	AV SYSTEMS - SCHEDULES - GYM	2		X
Theater	QA-101	AV SYSTEMS - DEVICE LAYOUT - ORCH PIT LEVEL	4		X
Theater	QA-102	AV SYSTEMS - DEVICE LAYOUT - LEVEL ONE PLAN	4		X
Theater	QA-103	AV SYSTEMS - DEVICE LAYOUT - LEVEL TWO PLAN	4		X
Theater	QA-104	AV SYSTEMS - DEVICE LAYOUT - BB GRID PLAN	4		X
Theater	QA-105	AV SYSTEMS - DEVICE LAYOUT - CATWALK PLAN	4		X
Theater	QA-106	AV SYSTEMS - DEVICE LAYOUT - LEVEL ONE RCP	4		X
Theater	QA-107	AV SYSTEMS - DEVICE LAYOUT - LEVEL TWO RCP	4		X
Theater	QA-108	AV SYSTEMS - DEVICE LAYOUT - PLAN & RCP CAFETERIA	2		X
Theater	QA-109	AV SYSTEMS - DEVICE LAYOUT - PLAN GYM	2		X
Theater	QA-110	AV SYSTEMS - DEVICE LAYOUT - RCP GYM	2		X
Theater	QA-201	AV SYSTEMS - SECTIONS - THEATER LOUDSPEAKERS	2		X
Theater	QA-202	AV SYSTEMS - SECTIONS - THEATER PROJECTION	2		X
Theater	QA-203	AV SYSTEMS - SECTIONS - BLACKBOX LOUDSPEAKERS	2		X
Theater	QA-204	AV SYSTEMS - SECTIONS - BLACKBOX PROJECTION	2		X
Theater	QA-205	AV SYSTEMS - SECTIONS - CAFETERIA	2		X
Theater	QA-206	AV SYSTEMS - SECTIONS - GYM LOUDSPEAKERS	2		X
Theater	QA-207	AV SYSTEMS - SECTIONS - GYM PROJECTION	2		X
Theater	QA-301	AV SYSTEMS - DETAILS - THEATER - COMBINATION PANELS	2		X
Theater	QA-302	AV SYSTEMS - DETAILS - BLACK BOX COMBINATION PANELS	2		X
Theater	QA-303	AV SYSTEMS - DETAILS - THEATER AV DEVICES	2		X
Theater	QA-304	AV SYSTEMS - DETAILS - BLACKBOX AV DEVICES	2		X
Theater	QA-305	AV SYSTEMS - DETAILS - GYM AV DEVICES	2		X
Theater	QA-306	AV SYSTEMS - DETAILS - THEATER RACK PANELS	2		X
Theater	QA-307	AV SYSTEMS - DETAILS - BLACKBOX RACK PANELS	2		X
Theater	QA-308	AV SYSTEMS - DETAILS - AV WALL BOXES	2		X
Theater	QA-309	AV SYSTEMS - DETAILS - THEATER RACK ELEVATIONS	2		X
Theater	QA-310	AV SYSTEMS - DETAILS - BLACKBOX RACK ELEVATIONS	2		X
Theater	QA-311	AV SYSTEMS - DETAILS - RF RACK RACK ELEVATIONS	2		X
Theater	QA-312	AV SYSTEMS - DETAILS - GYM RACK RACK ELEVATIONS	2		X
Theater	QA-313	AV SYSTEMS - DETAILS - RF RACK RACK ELEVATIONS	0		
Theater	QA-401	AV SYSTEMS - SIGNAL FLOW - THEATER- AUDIO	2		X
Theater	QA-402	AV SYSTEMS - SIGNAL FLOW - THEATER- VIDEO & NETWORK	2		X
Theater	QA-403	AV SYSTEMS - SIGNAL FLOW - THEATER- TIE LINES	2		X
Theater	QA-404	AV SYSTEMS - SIGNAL FLOW - BLACK BOX	2		X
Theater	QA-405	AV SYSTEMS - SIGNAL FLOW - BLACK BOX - TIE LINES	2		X
Theater	QA-406	AV SYSTEMS - SIGNAL FLOW - GYM	1		X
Theater	QC-111	CONCERT ENCLOSURE PLANS	4		X
Theater	QC-311	CONCERT ENCLOSURE SECTION	4		X
Theater	QE-110	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	4		X
Theater	QE-120	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-130	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-140	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-150	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-160	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-162	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-210	BLACK BOX PERFORMANCE LIGHTING SYSTEMS	4		X
Theater	QE-220	BLACK BOX PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-230	BLACK BOX PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-240	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-250	BLACK BOX PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-260	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QE-261	AUDITORIUM PERFORMANCE LIGHTING SYSTEMS	2		X
Theater	QP-111	PIT FILLER PLATFORMS	4		X
Theater	QP-121	RETRACTABLE SEATING PLATFORM - BLACK BOX	4		X
Theater	QP-122	PLATFORM PLAN - BLACK BOX	4		X
Theater	QP-123	PLATFORM PLAN - BLACK BOX	4		X

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Theater	QP-124	PLATFORM PLAN - BLACK BOX	4		X
Theater	QP-321	RETRACTABLE SEATING SECTION - BLACK BOX	4		X
Theater	QR-111	RIGGING PLAN - THEATRE	4		X
Theater	QR-113	RIGGING PLAN - GRIDIRON	4		X
Theater	QR-122	RIGGING PLAN - BLACK BOX	4		X
Theater	QR-311	RIGGING SECTION	4		X
Theater	QR-312	RIGGING ELEVATION	4		X
Theater	QR-313	RIGGING ELEVATION	4		X
Theater	QR-314	RIGGING SECTION	4		X
Theater	QR-315	RIGGING ELEVATION	4		X
Theater	QR-316	RIGGING ELEVATION	4		X
Theater	QR-321	RIGGING SECTION - BLACK BOX	4		X
Theater	QR-501	RIGGING DETAILS	4		X
Theater	QR-502	RIGGING DETAILS	4		X
Theater	QR-503	RIGGING DETAILS	4		X
Theater	QS-111	SEATING PLAN - THEATRE -LEVEL 1	4		X
Theater	QS-112	SEATING PLAN - THEATRE -LEVEL 2	4		X
Theater	QS-121	SEATING PLAN - BLACK BOX -LEVEL 1	4		X
Theater	QS-311	SEATING PLAN - THEATRE - SECTION	4		X
Theater	QS-321	SEATING SECTION - BLACK BOX	4		X
Theater	QS-322	SEATING SECTION - BLACK BOX	4		X
Theater	QS-501	SEATING SECTION - DETAILS	1		X

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Division	Number	Description	Current	BP2A - REBID (6/3/2026)	BP2 - Conformance Set (5/29/2026)
00 - Procurement and Contracting Requirements	00 00 00	Volume 2 - Cover Sheet	0		
00 - Procurement and Contracting Requirements	00 01 07	Volume 1 - SEALS PAGE PAGE	6		X
00 - Procurement and Contracting Requirements	00 01 10	Table of Contents	4		X
00 - Procurement and Contracting Requirements	00 01 10.1	Volume 1 - TABLE OF CONTENTS	0		
00 - Procurement and Contracting Requirements	00 01 15	LIST OF DRAWING SHEETS PAGES	0		
00 - Procurement and Contracting Requirements	00 11 16	INVITATION TO BID PAGES	0		
00 - Procurement and Contracting Requirements	00 21 13	INSTRUCTIONS TO BIDDERS PAGES	0		
00 - Procurement and Contracting Requirements	00 41 13	BID FORM PAGES	0		
00 - Procurement and Contracting Requirements	00 43 13	BID BOND PAGE	0		
00 - Procurement and Contracting Requirements	00 43 20	SUBCONTRACTOR APPROVAL PAGE	0		
00 - Procurement and Contracting Requirements	00 43 50	LISTING OF SUBCONTRACTORS PAGE	0		
00 - Procurement and Contracting Requirements	00 52 13	STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR PAGE	0		
00 - Procurement and Contracting Requirements	00 54 13	Supplementary Scope Statement	0		
00 - Procurement and Contracting Requirements	00 61 13	Performance and Payment Bond Form	0		
00 - Procurement and Contracting Requirements	00 62 76	APPLICATION AND CERTIFICATE FOR PAYMENT FORMS PAGE	0		
00 - Procurement and Contracting Requirements	00 72 13	General Conditions – Stipulated Sum (Single-Prime Contract)	0		
00 - Procurement and Contracting Requirements	00 73 43	WAGE RATE REQUIREMENTS PAGE	0		
00 - Procurement and Contracting Requirements	00 73 46	WAGE DETERMINATION SCHEDULE PAGES	0		
00 - Procurement and Contracting Requirements	00 81 13	GENERAL REQUIREMENTS PAGES	0		
00 - Procurement and Contracting Requirements	00 81 14	DRUG TESTING FORMS PAGES	0		
00 - Procurement and Contracting Requirements	00 81 15	AFFIDAVIT OF CRAFT TRAINING COMPLIANCE PAGES	0		
00 - Procurement and Contracting Requirements	00 00 01	Volume 1 - Cover Sheet	0		
00 - Procurement and Contracting Requirements	00 01 07	Volume 1 - SEALS PAGE PAGE	3		
00 - Procurement and Contracting Requirements	00 01 10	Table of Contents	5		
01 - General Requirements	01 12 00	GENERAL SCOPE OF WORK PAGES	0		
01 - General Requirements	01 21 16	ALLOWANCE AUTHORIZATION PAGE	0		
01 - General Requirements	01 23 00	ALTERNATES PAGES	1		X
01 - General Requirements	01 25 00	SUBSTITUTION PROCEDURES PAGES	0		
01 - General Requirements	01 25 01	CONTRACT MODIFICATION PROCEDURES PAGES	0		
01 - General Requirements	01 26 50	CHANGE ORDER REQUEST SUBMISSION FORMAT PAGES	0		
01 - General Requirements	01 29 00	PAYMENT PROCEDURES PAGE	0		
01 - General Requirements	01 30 00	ADMINISTRATIVE REQUIREMENTS PAGES	1		X
01 - General Requirements	01 31 00	PROJECT MANAGEMENT AND COORDINATION PAGES	0		
01 - General Requirements	01 31 10	PROJECT COORDINATION PAGES	0		
01 - General Requirements	01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION PAGES	0		
01 - General Requirements	01 32 10	CONSTRUCTION SCHEDULE PAGES	0		
01 - General Requirements	01 35 00	SPECIAL PROJECT PROCEDURES PAGES	0		
01 - General Requirements	01 36 00	QUALITY MANAGEMENT PLAN PAGE	0		
01 - General Requirements	01 37 00	VIRTUAL BUILD – BIM REQUIREMENTS PAGES	0		
01 - General Requirements	01 40 13	USER QUALITY REQUIREMENTS	0		X
01 - General Requirements	01 50 00	TEMPORARY FACILITIES AND CONTROLS PAGES	0		
01 - General Requirements	01 60 00	PRODUCT REQUIREMENTS PAGES	0		
01 - General Requirements	01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0		X
01 - General Requirements	01 74 19	CONSTRUCTION WASTE MANAGEMENT PAGES	0		
01 - General Requirements	01 77 00	CLOSEOUT PROCEDURES PAGES	0		
01 - General Requirements	01 77 50	CLOSEOUT REQUIREMENTS PAGES	0		
01 - General Requirements	01 79 00	DEMONSTRATION AND TRAINING	0		X
02 - Existing Conditions	02 31 00	GEOTECHNICAL DATA	0		
03 - Concrete	03 05 06	UNDER-SLAB VAPOR BARRIER	3		X
03 - Concrete	03 30 00	CAST-IN-PLACE CONCRETE	3		X
03 - Concrete	03 30 05	CAST-IN-PLACE CONCRETE FOR LANDSCAPING	3		X
03 - Concrete	03 30 06	CRYSTALLINE WATERPROOFING ADMIXTURE FOR CAST-IN-PLACE CONCRETE	0		X
03 - Concrete	03 30 10	MISCELLANEOUS CAST-IN-PLACE CONCRETE	1		
03 - Concrete	03 49 00	GLASS-FIBER REINFORCED CONCRETE	3		X
03 - Concrete	33006	CRYSTALLINE WATERPROOFING ADMIXTURE FOR CAST-IN	0		
04 - Masonry	04 20 00	UNIT MASONRY	3		X
04 - Masonry	04 43 13	STONE MASONRY VENEER	0		
04 - Masonry	04 72 00	CAST STONE MASONRY	3		X
04 - Masonry	04 72 10	CAST STONE MASONRY FOR LANDSCAPING	2		X
04 - Masonry	04 73 13	Calcium Silicate Manufactured Stone	1		X
05 - Metals	05 12 00	STRUCTURAL STEEL	3		X
05 - Metals	05 21 00	STEEL JOISTS	3		X
05 - Metals	05 31 00	STEEL DECK	3		X
05 - Metals	05 40 00	COLD-FORMED METAL FRAMING	3		X
05 - Metals	05 44 00	COLD-FORMED METAL TRUSSES	1		X
05 - Metals	05 50 00	METAL FABRICATIONS	3		X
05 - Metals	05 51 00	METAL STAIRS	3		X
05 - Metals	05 51 33	METAL LADDERS	3		X
05 - Metals	05 52 13	PIPE AND TUBE RAILINGS	3		X
05 - Metals	05 53 05	METAL GRATINGS AND FLOOR PLATES	3		X
05 - Metals	05 58 00	ARCHITECTURAL METAL COLUMN COVERS	3		X
05 - Metals	05 58 13	FORMED METAL FABRICATIONS- ROOF FINIAL	0		X
05 - Metals	05 73 00	DECORATIVE METAL RAILINGS	3		X
06 - Wood, Plastics, and Composites	06 10 00	ROUGH CARPENTRY	3		X
06 - Wood, Plastics, and Composites	06 20 00	FINISH CARPENTRY	3		X
07 - Thermal and Moisture Protection	07 05 53	FIRE AND SMOKE ASSEMBLY IDENTIFICATION	2		X
07 - Thermal and Moisture Protection	07 11 13	BITUMINOUS DAMPPROOFING	2		X
07 - Thermal and Moisture Protection	07 13 00	SHEET WATERPROOFING	1		X
07 - Thermal and Moisture Protection	07 14 00	FLUID-APPLIED WATERPROOFING	2		X
07 - Thermal and Moisture Protection	07 21 00	THERMAL INSULATION	2		X
07 - Thermal and Moisture Protection	07 21 29	SPRAYED ACOUSTICAL INSULATION	2		X
07 - Thermal and Moisture Protection	07 24 00	EXTERIOR INSULATION AND FINISH SYSTEMS	3		X
07 - Thermal and Moisture Protection	07 25 00	WEATHER BARRIERS	1		X
07 - Thermal and Moisture Protection	07 26 40	SPRAY POLYURETHANE FOAM INSULATING AIR BARRIER	4		X
07 - Thermal and Moisture Protection	07 41 00	METAL ROOF PANELS	4		X
07 - Thermal and Moisture Protection	07 42 13	METAL WALL PANELS	4		X
07 - Thermal and Moisture Protection	07 42 49	HIGH-PERFORMANCE CEMENTITIOUS PANEL RAINSCREEN	0		X
07 - Thermal and Moisture Protection	07 46 46	FIBER CEMENT SIDING	3		X

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07 - Thermal and Moisture Protection	07 53 00	ELASTOMERIC MEMBRANE ROOFING	4		X
07 - Thermal and Moisture Protection	07 62 00	SHEET METAL FLASHING AND TRIM	4		X
07 - Thermal and Moisture Protection	07 62 62	FLUID APPLIED MEMBRANE AIR BARRIERS	3		X
07 - Thermal and Moisture Protection	07 71 00	ROOF SPECIALTIES	4		X
07 - Thermal and Moisture Protection	07 72 00	ROOF ACCESSORIES	3		X
07 - Thermal and Moisture Protection	07 81 00	APPLIED FIRE PROTECTION	1		X
07 - Thermal and Moisture Protection	07 84 00	FIRESTOPPING	4		X
07 - Thermal and Moisture Protection	07 92 00	JOINT SEALANTS	3		X
07 - Thermal and Moisture Protection	07 95 13	EXPANSION JOINT COVER ASSEMBLIES	4		X
07 - Thermal and Moisture Protection	70553	FIRE AND SMOKE ASSEMBLY IDENTIFICATION	0		
07 - Thermal and Moisture Protection	71113	BITUMINOUS DAMPPROOFING	0		
07 - Thermal and Moisture Protection	71300	SHEET WATERPROOFING	0		
07 - Thermal and Moisture Protection	71400	FLUID-APPLIED WATERPROOFING	0		
07 - Thermal and Moisture Protection	72100	THERMAL INSULATION	0		
07 - Thermal and Moisture Protection	72129	SPRAYED ACOUSTICAL INSULATION	0		
07 - Thermal and Moisture Protection	78100	APPLIED FIRE PROTECTION	1		
08 - Openings	08 06 71	DOOR HARDWARE SCHEDULE	4		X
08 - Openings	08 11 13	HOLLOW METAL DOORS AND FRAMES	2		X
08 - Openings	08 14 16	FLUSH WOOD DOORS	2		X
08 - Openings	08 16 13	FRP FLUSH DOORS	2		X
08 - Openings	08 31 00	ACCESS DOORS AND PANELS	2		X
08 - Openings	08 33 13	COILING COUNTER DOORS	2		X
08 - Openings	08 33 23	OVERHEAD COILING DOORS	2		X
08 - Openings	08 33 94	HORIZONTAL COILING FABRIC FIRE CURTAINS	2		X
08 - Openings	08 35 13	Folding Fire Doors	0		X
08 - Openings	08 41 13	ALUMINUM-FRAMED STOREFRONTS	4		X
08 - Openings	08 41 23	FIRE RATED ALUMINUM-FRAMED STOREFRONTS	2		X
08 - Openings	08 41 26	ALL-GLASS ENTRANCES	2		X
08 - Openings	08 44 13	GLAZED ALUMINUM CURTAIN WALLS	4		X
08 - Openings	08 51 13	ALUMINUM WINDOWS	4		X
08 - Openings	08 56 74	ACOUSTICALLY RATED CONTROL ROOM WINDOWS	1		X
08 - Openings	08 63 00	METAL FRAMED SKYLIGHTS	3		X
08 - Openings	08 71 00	DOOR HARDWARE	3		X
08 - Openings	08 80 00	GLAZING	2		X
08 - Openings	08 83 00	MIRRORS	2		X
08 - Openings	08 87 23	SAFETY AND SECURITY FILMS	3		X
08 - Openings	08 88 13	FIRE-RATED GLAZING	2		X
08 - Openings	08 90 00	LOUVERS & VENTS	3		X
08 - Openings	83513	Folding Doors	0		
08 - Openings	85674	CONTROL ROOM WINDOWS	0		
09 - Finishes	09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	2		X
09 - Finishes	09 21 16	GYPSUM BOARD ASSEMBLIES	2		X
09 - Finishes	09 30 00	TILING	4		X
09 - Finishes	09 51 00	ACOUSTICAL CEILINGS	2		X
09 - Finishes	09 54 20	SPECIALTY CEILING SYSTEMS	2		X
09 - Finishes	09 64 29	WOOD STRIP FLOORING	2		X
09 - Finishes	09 65 00	RESILIENT FLOORING	4		X
09 - Finishes	09 65 66	RESILIENT ATHLETIC FLOORING	3		X
09 - Finishes	09 66 16	PRECAST CEMENT TERRAZZO TREADS AND LANDINGS	3		X
09 - Finishes	09 66 23	RESINOUS MATRIX TERRAZZO FLOORING	4		X
09 - Finishes	09 67 23	RESINOUS FLOORING	4		X
09 - Finishes	09 68 13	TILE CARPETING	3		X
09 - Finishes	09 68 16	SHEET CARPETING	3		X
09 - Finishes	09 72 00	WALL COVERINGS	2		X
09 - Finishes	09 77 14	WOOD VENEER WALL PANELS_	1		
09 - Finishes	09 84 00	ACOUSTIC ROOM COMPONENTS	3		X
09 - Finishes	09 91 13	EXTERIOR PAINTING	2		X
09 - Finishes	09 91 23	INTERIOR PAINTING	2		X
10 - Specialties	10 11 01	VISUAL DISPLAY BOARDS AND DISPLAY CASES	2		X
10 - Specialties	10 14 19	DIMENSIONAL LETTER SIGNAGE	2		
10 - Specialties	10 21 13	TOILET COMPARTMENTS	2		X
10 - Specialties	10 21 23	CUBICLE CURTAINS	3		X
10 - Specialties	10 22 13	WIRE MESH PARTITIONS	2		X
10 - Specialties	10 26 00	WALL PROTECTION	2		X
10 - Specialties	10 28 00	TOILET ACCESSORIES	2		X
10 - Specialties	10 44 00	FIRE PROTECTION SPECIALTIES	3		X
10 - Specialties	10 51 00	METAL LOCKERS	2		X
10 - Specialties	10 73 16	PREFABRICATED CANOPIES	3		X
10 - Specialties	10 75 00	FLAGPOLES	2		X
10 - Specialties	10 82 00	LOUVERED ROOFTOP EQUIPMENT SCREENS	3		X
11 - Equipment	11 23 00	COMMERCIAL LAUNDRY EQUIPMENT	2		X
11 - Equipment	11 40 00	FOODSERVICE EQUIPMENT	3		X
11 - Equipment	11 52 13	PROJECTION SCREENS	0		
11 - Equipment	11 53 13	FUME HOODS	1		X
11 - Equipment	11 54 15	KILNS	2		X
11 - Equipment	11 61 13	ORCHESTRA SHELL	3		X
11 - Equipment	11 61 23	DEMOUNTABLE PLATFORMS	3		X
11 - Equipment	11 61 33	RIGGING SYSTEMS AND DRAPERIES	3		X
11 - Equipment	11 61 63	LOOSE PERFORMANCE LIGHTING FIXTURES	3		X
11 - Equipment	11 65 00	ATHLETIC BALL NETTING SYSTEMS	1		
11 - Equipment	11 66 25	GYMNASIUM EQUIPMENT	2		X
11 - Equipment	11 68 00	ATHLETIC EQUIPMENT	0		
11 - Equipment	115313	LABORATORY FUME HOODS	0		
12 - Furnishings	12 24 13	WINDOW TREATMENT – ROLLER SHADES	3		X
12 - Furnishings	12 34 00	LAMINATE CLAD CASEWORK	3		X
12 - Furnishings	12 35 53	Wood Laboratory Casework	3		X
12 - Furnishings	12 35 83	SPECIALTY CASEWORK	3		X
12 - Furnishings	12 36 00	COUNTERTOPS, BACKSPLASHES AND WINDOW STOOLS	3		X
12 - Furnishings	12 48 13	ENTRANCE FLOOR MATS AND FRAMES	0		X
12 - Furnishings	12 61 13	FIXED AUDIENCE SEATING	4		X
12 - Furnishings	12 66 13	TELESCOPING BLEACHERS	2		X

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12 - Furnishings	12 66 23	TELESCOPING CHAIR PLATFORMS	3		X
12 - Furnishings	12 93 00	SITE FURNISHINGS	1		X
12 - Furnishings	124813	ENTRANCE FLOOR MATS AND FRAMES	0		
12 - Furnishings	129300	SITE FURNISHINGS	0		
13 - Special Construction	13 12 50	GRANDSTANDS, BLEACHERS, AND PRESS BOX	0		
13 - Special Construction	13 34 13	Fabricated Greenhouse	3		X
14 - Conveying Equipment	14 20 13	HYDRAULIC HOLELESS PASSENGER ELEVATOR	3	X	X
14 - Conveying Equipment	14 42 16	VERTICAL WHEELCHAIR LIFTS	2		X
21 - Fire Suppression	21 01 70	FIRE SUPPRESSION SPRINKLER AND STANDPIPE SYSTEMS	3		X
21 - Fire Suppression	21 01 71	FIRE PUMP – ELECTRIC	3		X
21 - Fire Suppression	21 01 72	ALTERNATIVE CPVC SPRINKLER PIPING	3		X
22 - Plumbing	22 00 00	GENERAL PROVISIONS – PLUMBING/FIRE PROTECTION	3		X
22 - Plumbing	22 00 10	BASIC MATERIALS AND METHODS – PLUMBING	3		X
22 - Plumbing	22 00 30	INSULATION & COVERING – PLUMBING	3		X
22 - Plumbing	22 01 10	DRAINAGE SYSTEMS – PLUMBING	3		X
22 - Plumbing	22 01 20	DOMESTIC WATER SYSTEMS – PLUMBING	3		X
22 - Plumbing	22 01 21	ALTERNATE (PP-R) DOMESTIC WATER PIPING	3		X
22 - Plumbing	22 01 30	GAS PIPING SYSTEMS – PLUMBING	3		X
22 - Plumbing	22 01 40	FIXTURES – PLUMBING	3		X
22 - Plumbing	22 01 50	EQUIPMENT – PLUMBING	3		X
22 - Plumbing	22 01 90	TESTING – PLUMBING	3		X
22 - Plumbing	22 01 91	BALANCING – PLUMBING	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 02 00	GENERAL PROVISIONS – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 02 05	POLYPROPYLENE WATER PIPING	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 02 10	BASIC MATERIALS AND METHODS – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 02 15	VALVES	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 02 30	INSULATION & COVERING – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 03 00	VIBRATION ISOLATION – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 04 00	HEATING GENERATION EQUIPMENT	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 04 10	HEATING GENERATION AUXILIARY EQUIPMENT	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 04 50	REFRIGERATION EQUIPMENT – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 00	PIPING SYSTEMS & ACCESSORIES – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 10	WATER TREATMENT (HVAC)	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 06 00	AIR DISTRIBUTION AND ACCESSORIES – HVAC	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 25	TERMINAL HEATING UNITS	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 60	AIR HANDLING EQUIPMENT	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 08 61	AIR PURIFICATION SYSTEM	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 09 00	AUTOMATIC TEMPERATURE CONTROLS (DDC)	3		X
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 09 50	TESTING & BALANCING OF MECHANICAL SYSTEMS	3		X
26 - Electrical	26 00 00	GENERAL PROVISIONS – ELECTRICAL	5		X
26 - Electrical	26 00 55	ELECTRICAL IDENTIFICATION	3		X
26 - Electrical	26 01 10	RACEWAYS	5		X
26 - Electrical	26 01 20	WIRES AND CABLES	5		X
26 - Electrical	26 01 30	MANHOLES	5		X
26 - Electrical	26 01 35	ELECTRICAL BOXES & FITTINGS	4		X
26 - Electrical	26 01 40	WIRING DEVICES	4		X
26 - Electrical	26 01 55	MOTOR STARTERS	3		X
26 - Electrical	26 01 56	ADJUSTABLE FREQUENCY DRIVES	3		X
26 - Electrical	26 01 60	PANELBOARDS	4		X
26 - Electrical	26 01 65	SWITCHBOARDS	3		X
26 - Electrical	26 01 70	MOTOR AND CIRCUIT DISCONNECTS	3		X
26 - Electrical	26 01 80	OVERCURRENT PROTECTIVE DEVICES	4		X
26 - Electrical	26 01 90	SUPPORTING DEVICES	3		X
26 - Electrical	26 01 95	POWER SYSTEM STUDIES	3		X
26 - Electrical	26 04 30	METERING EQUIPMENT	3		X
26 - Electrical	26 04 44	PAD-MOUNTED PRIMARY LOAD INTERRUPTER	3		X
26 - Electrical	26 04 52	GROUNDING	3		X
26 - Electrical	26 04 60	TRANSFORMERS	3		X
26 - Electrical	26 04 70	DISTRIBUTION CIRCUITS	3		X
26 - Electrical	26 04 71	FEEDER CIRCUITS	3		X
26 - Electrical	26 04 72	BRANCH CIRCUITS	3		X
26 - Electrical	26 04 75	ELEVATOR ELECTRICAL SYSTEMS	3		X
26 - Electrical	26 05 10	BUILDING LIGHTING	3		X
26 - Electrical	26 05 20	ROADWAY AND PARKING AREA LIGHTING	5		X
26 - Electrical	26 06 01	LIGHTNING PROTECTION SYSTEMS	3		X
26 - Electrical	26 06 06	AUTOMATIC TRANSFER SWITCHES	3		X
26 - Electrical	26 06 12	EMERGENCY GENERATOR SYSTEMS	3		X
26 - Electrical	26 06 60	SURGE PROTECTIVE DEVICES	3		X
26 - Electrical	26 07 31	WIRELESS CLOCK SYSTEM	3		X
26 - Electrical	26 07 40	NETWORK CABLING SYSTEMS	3		X
26 - Electrical	26 07 71	INTERCOM/TELEPHONE COMMUNICATION SYSTEMS	3		X
26 - Electrical	26 07 73	CLASSROOM AUDIO, SAFETY, INTERCOMMUNICATION	3		X
26 - Electrical	26 08 51	HEATING TERMINALS	3		X
26 - Electrical	26 09 61	PERFORMANCE LIGHTING SYSTEMS	3		X
26 - Electrical	26 09 63	PERFORMANCE LIGHTING SYSTEMS INSTALLATION	3		X
26 - Electrical	26 09 73	AUDIO VIDEO SYSTEMS INSTALLATION	3		X
26 - Electrical	26 28 61	COMPANY SWITCHES	0		
26 - Electrical	26 56 68	EXTERIOR ATHLETIC LIGHTING	0		
26 - Electrical	26 60 10	RIGGING SYSTEMS ELECTRICAL WORK	3		X
27 - Communications	27 41 17	AUDIO VIDEO SYSTEMS	2		X
28 - Electronic Safety and Security	28 07 21	FIRE ALARM AND DETECTION SYSTEMS	3		X
28 - Electronic Safety and Security	28 07 24	AREA RESCUE SYSTEM	3		X
28 - Electronic Safety and Security	28 07 25	INTRUSION SYSTEM	3		X
28 - Electronic Safety and Security	28 07 27	INTEGRATED ACCESS CONTROL & SECURITY MANAGEMENT	3		X
28 - Electronic Safety and Security	28 07 28	CCTV-NETWORK DIGITAL VIDEO MANAGEMENT SYSTEM	3		X
28 - Electronic Safety and Security	28 15 00	INTEGRATED_ACCESS_CONTROL_HARDWARE_DEVICES	1		
31 - Earthwork	31 10 00	SITE CLEARING	0		
31 - Earthwork	31 20 00	EARTH MOVING	0		
31 - Earthwork	31 23 19	DEWATERING	0		
32 - Exterior Improvements	32 12 16	ASPHALT PAVING	0		
32 - Exterior Improvements	32 12 16.1	TRACK & TENNIS BITUMINOUS CONCRETE PAVEMENT	1		

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32 - Exterior Improvements	32 12 43	POROUS FLEXIBLE PAVING	2		X
32 - Exterior Improvements	32 13 13	CONCRETE PAVING	4		X
32 - Exterior Improvements	32 13 73	CONCRETE PAVING JOINT SEALANTS	3		X
32 - Exterior Improvements	32 15 40	STONE DUST PAVING	1		
32 - Exterior Improvements	32 17 23	DECORATIVE INTERCONNECTED PAVEMENT MARKINGS	2		X
32 - Exterior Improvements	32 18 13	SYNTHETIC TURF	3		X
32 - Exterior Improvements	32 18 16	Synthetic Resilient Surfacing	2		X
32 - Exterior Improvements	32 18 23.13	INFIELD MIX	1		
32 - Exterior Improvements	32 18 23.26	NATURAL GRASS ATHLETIC FIELD SURFACING	1		
32 - Exterior Improvements	32 18 23.29	INFILLED SYNTHETIC TURF SYSTEM	1		
32 - Exterior Improvements	32 18 23.33	RESILIENT TRACK SURFACE	1		
32 - Exterior Improvements	32 18 23.53	TENNIS COURT SURFACING	1		
32 - Exterior Improvements	32 31 11	GATE OPERATORS	1		
32 - Exterior Improvements	32 31 13	CHAIN LINK FENCES AND GATES	1		
32 - Exterior Improvements	32 31 13.10	CHAIN LINK FENCES AND GATES (ATHLETIC)	0		
32 - Exterior Improvements	32 31 19	ORNAMENTAL METAL FENCES AND GATES	3		X
32 - Exterior Improvements	32 31 21	SCREENING METAL FENCES AND GATES	1		
32 - Exterior Improvements	32 91 13	PLANTING PREPARATION	3		X
32 - Exterior Improvements	32 92 00	TURF AND GRASSES	3		X
32 - Exterior Improvements	32 93 00	PLANTS	3		X
32 - Exterior Improvements	32 94 00	SEEDING AND GROUNDCOVERS	3		X
33 - Utilities	33 10 00	WATER DISTRIBUTION	0		
33 - Utilities	33 30 00	SANITARY SEWERAGE UTILITIES	0		
33 - Utilities	33 40 10	ATHLETIC STORM DRAINAGE SYSTEM	1		
33 - Utilities	33 41 00	STORM UTILITY DRAINAGE PIPING	0		
33 - Utilities	33 46 00	SUBDRAINAGE	0		

SECTION 00 11 16

INVITATION TO BID

Sealed bids for ASD Contract No. **ASD-SCMHS-BP02B**, will be received by the Appoquinimink School District, at **1460 Aviator Way, Middletown, DE 19709** at the Whiting-Turner Summit Campus on-site construction office until **10:00AM** local time on **October 14th, 2026**, at which time bids will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves building trade packages for a new combined Middle School, High School, and Performing Arts Center.

Bid Package(s) Offered:

01R – General Labor

06B – Scaffolding

07A (Rebid) – Spray Foam Insulation & AVB

Please note that each package has their own BID FORM

**TO REQUEST ACCESS TO DOWNLOAD BID DRAWINGS, SPECIFICATIONS, AND
COMPLETE ADDENDA, PLEASE CONTACT JULIA WEEKS:**

julia.weeks@whiting-turner.com

Pre-Bid Meeting:

A **NON-MANDATORY** Pre-Bid Meeting will be hosted via MS Teams Meeting on **Wednesday, September 30^h, 2026 at 1:00 PM**, for the purpose of establishing the listing of subcontractors and answering questions. Please email julia.weeks@whiting-turner.com for meeting link.

Pre-Bid Request(s) for Information:

The updated deadline for pre-bid requests for information is **Wednesday, October 7th, 2026 at 2:00 PM**. All questions shall be submitted in writing. Responses will be issued via addendum.

Substitution Request(s):

The deadline for substitution request(s) is **Wednesday, October 7th, 2026 at 2:00 PM**. Substitution requests will be reviewed and acceptance or rejection will be issued via addendum.

Sealed bids shall be addressed to the:

**Appoquinimink School District
Attn: Keith Hopkins, Construction Project Manager
118 S. Sixth Street
Odessa, DE 19730**

The outer envelope should clearly indicate:

"ASD CONTRACT NO. SCMHS-BP02B – PACKAGE # – PACKAGE NAME, SEALED BID - DO NOT OPEN."

The Owner reserves the right to reject any or all bids, to waive any informalities, irregularities, or technical defects in the bids, and to award contracts in whole or in part as deemed to be in the best interest of the District and in accordance with applicable provisions of the Delaware Code. The issuance of this invitation to bid shall

INVITATION TO BID

not obligate the Owner to award a contract, nor shall it create any contractual rights in favor of any bidder prior to the execution of a written contract approved by the District.

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

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. GENERAL
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.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

- 2.1 PRE-BID MEETING
- 2.1.1 A non-mandatory pre-bid meeting for this project will be held at the time and place designated in the invitation to bid. Attendance at this meeting is NOT a pre-requisite for submitting a Bid.
- 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 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.
- 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.
- 2.5 SUBCONTRACTOR PREQUALIFICATION
- ~~2.5.1 Subcontractors are required to complete pre-qualification as a prerequisite for bidding on this contract. PREQUALIFICATION QUESTIONNAIRE/EVALUATION CRITERIA TBD.~~

ARTICLE 3: BIDDING DOCUMENTS

- 3.1 COPIES OF BID DOCUMENTS
- 3.1.1 Bidders may obtain complete sets of the Bidding Documents via Whiting-Turner bid document website. Request access by contacting Kyle Morrison, kyle.morrison@whiting-turner.com as 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 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

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

- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, 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.** The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.
- 4.3.2 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 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

- 4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

- 4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

4.7 PREVAILING WAGE REQUIREMENT

- 4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C. § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, 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.
- 4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- 4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
- 4.8 SUBMISSION OF BIDS
- 4.8.1 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.
- 4.8.2 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.
- 4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.8.5 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.
- 4.9 MODIFICATION OR WITHDRAW OF BIDS
- 4.9.1 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.

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

4.9.3 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. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
 - 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 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 an 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 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

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 OWNER 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 SECTION

BID FORM

To: Appoquinimink School District
118 South Sixth Street
Odessa, DE 19730

Billing Rates No. 1a – Laborer – Standard Time:	\$ _____	\$/hr
Billing Rates No. 1b – Laborer - Overtime:	\$ _____	\$/hr
Billing Rates No. 2a – Laborer – Foreman – Standard Time (if different from above, else N/A):	\$ _____	\$/hr
Billing Rates No. 2b Laborer – Foreman – Overtime (if different from above, else N/A):	\$ _____	\$/hr

Summit Campus Middle & High School

Middletown, DE 19709
SCMHS-BP02B-01R

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 thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of 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
Affidavit of Contractor Qualifications
Bid Security
Affidavit of Craft Training
(Others as Required by Project Manuals)

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BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

Subcontractor Category

Subcontractor

Address (City & State)

Subcontractors tax-payer ID #
or Delaware Business license #

1. Subcontractor lists are to be brought to scope review meetings for review by Construction Manager and owner

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-01R

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 Appoquinimink School District*).

All the terms and conditions of *Summit Campus Middle & High School* have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

E-MAIL:

PHONE NUMBER:

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

My Commission expires _____. NOTARY PUBLIC _____.

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-01R

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor 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.

BID FORM

BID FORM
00 41 13

UNIT PRICES

Refer to Specific Scope of Work – 06B Scaffolding for description of Unit Prices.

(All unit rates are monthly rental rates. Unit rate to be applied as a credit for months less 12 included in the base bid and as an add for months exceeding 12 in the base bid.)

Unit Price #1 - Platform Scaffold in Auditorium:	\$ _____ (\$/month)
Unit Price #2 - Platform Scaffold on Elevated Seating in Auditorium:	\$ _____ (\$/month)
Unit Price #3 - Scaffold Stair Systems with Trash Chutes:	\$ _____ (\$/month)
Unit Price #4 - Scaffold Platform with Loading Zones:	\$ _____ (\$/month)

Summit Campus Middle & High School

Middletown, DE 19709
SCMHS-BP02B-06B

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 thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of 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
Affidavit of Contractor Qualifications
Bid Security
Affidavit of Craft Training
(Others as Required by Project Manuals)

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-06B

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

Subcontractor Category

Subcontractor

Address (City & State)

Subcontractors tax-payer ID #
or Delaware Business license #

1. Subcontractor lists are to be brought to scope review meetings for review by Construction Manager and owner

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-06B

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 Appoquinimink School District*).

All the terms and conditions of *Summit Campus Middle & High School* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-06B

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor 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.

BID FORM

To: Appoquinimink School District
118 South Sixth Street
Odessa, DE 19730

ALTERNATE No. 4: Markerboards at Front of Classrooms (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 5: Basis of Design Brick Veneer (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 6: Cast Stone in Lieu of Calcium Silicate Masonry (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 7: Mechanical Piping Alternative Materials (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 8: Domestic Water Piping Alternative Materials (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 9: Fire Protection Piping Alternative Materials (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 10: Scenic Projectors (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

ALTERNATE No. 11: Greenhouse (Refer to Section 01 23 00 for more information)

Add/Deduct: _____
(\$ _____)

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-07A

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:

	<u>ADD</u>	<u>DEDUCT</u>
UNIT PRICE No. 1: Not Applicable	\$ _____	\$ _____

VOLUNTARY PRICING

The following voluntary pricing alternates are for information only for review by the construction manager and owner.

VOLUNTARY PRICING No. 1: Schedule of Value for Middle School Section (Areas A, B, C) SOW for review purpose only
\$ _____ dollars (\$ _____)

QUANTITY, LABOR HOURS & CREW SIZE INFORMATION

The following quantity of estimated field labor hours and crew size information is provided for review purposes by the Construction Manager and Owner.

- A. The total quantity of field regular shift labor hours estimated for this project: _____ hours
- B. The total quantity of field overtime labor hours estimated for this project: _____ hours
- C. The average estimated field crew size: _____ workers

Summit Campus Middle & High School

Middletown, DE 19709
SCMHS-BP02B-07A

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 thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of 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
Affidavit of Contractor Qualifications
Bid Security
Affidavit of Craft Training
(Others as Required by Project Manuals)

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-07A

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

Subcontractor Category

Subcontractor

Address (City & State)

Subcontractors tax-payer ID #
or Delaware Business license #

1. Subcontractor lists are to be brought to scope review meetings for review by Construction Manager and owner

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-07A

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 Appoquinimink School District*).

All the terms and conditions of *Summit Campus Middle & High School* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

Summit Campus Middle & High School
Middletown, DE 19709
SCMHS-BP02B-07A

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor 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.

APPOQUINIMINK SCHOOL DISTRICT

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

SECTION 00 43 20 – REQUIREMENTS FOR APPROVAL FOR LISTING AS A SUBCONTRACTOR

1. Refer to the following section 004350 for any subcontractors or material suppliers to be listed on the bid form.
2. The Construction Manager / Owner will use the following criteria to determine qualifications for any Contractor for listing as a Subcontractor in any trade area:
 - a. The Contractor regularly employs and continuously maintains on his payroll skilled craftsmen in the trade. These skilled craftsmen shall be registered in the trade when such registration is required.
 - b. The Contractor owns the tools and equipment normally associated with the trade.
 - c. The Contractor has previously performed work in the trade which is similar in scope, size, complexity and cost to the proposed construction.
 - d. The Contractor must have or must have applied for a Delaware Business License prior to bidding the project.
3. The Construction Manager / Owner may challenge or disqualify any Contractor based on failure to meet any of the above criteria for qualification for listing as Subcontractor in a trade. Bidders may be required to present such evidence as deemed necessary to evaluate qualifications. The decision to disqualify a Contractor in a given trade shall be made by the Appoquinimink School District and all decisions shall be final.
4. The subcontractor listing is provided for information only to the construction manager and the owner if the subcontractor category was not requested at the pre-bid meeting or requested by the CM or owner.

END OF SECTION 00 43 20

SECTION 00 43 50 – LIST OF SUBCONTRACTORS OR MATERIAL SUPPLIERS

Where the Bidder intends to perform the work with his own forces, his name is listed as a subcontractor.

**This list will be updated via the pre-bid meeting.
Check addenda and bid forms for final listing.**

Fill out the required information on the bid form:

<u>BID PACKAGE #</u>	<u>BID PACKAGE DESCRIPTION</u>	<u>SUBCONTRACTOR / SUPPLIER CATEGORY TO BE LISTED ON BID FORM</u>

END OF SECTION 00 43 50

SECTION 00 52 13

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
A132-2019**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A132-2019, including AIA Document A132 – 2019 Exhibit A, as well as Supplements to A132-2019 and Exhibit A and the State of Delaware’s General Requirements.

DRAFT AIA® Document A132™ – 2019

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

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

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

«Appoquinimink School District
118 S. Sixth Street
Odessa, DE 19730«»

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

« »« »
« »
« »
« »

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

Appoquinimink School District
Summit Campus Middle & High School Bid Phase 2
1470 Aviator Way
Middletown, DE 19709
Contract NO. SCMHS-BP02B

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

«»«»
The Whiting-Turner Contracting Company
131 Continental Drive – Suite 404
Newark, DE 19713«»
«»
«»

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

«»«»«»«»ABHA|BSA+A
1621 North Lincoln Street
Wilmington, DE 19806«»
«»
«»
«»
«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work

Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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, 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.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

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

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

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 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.)

« »

§ 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 rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and 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, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, 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 Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 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 rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and 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 Contract Sum is guaranteed by the Contractor not to exceed << >> (\$ << >>), subject to additions and deductions by Change Order as provided in the Contract Documents. This 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.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

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

(Identify each assumption.)

<< >>

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

<< >>

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 amount certified 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 of the amount certified 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. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values 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 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 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 B, 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 payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 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 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and 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 such action shall not be deemed to be a representation that (1) 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; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) 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.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 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, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 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 and for which the Contractor has made payment or intends to make 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 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 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 most recent schedule of values;
- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;
- .5 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
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and 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 such action shall not be deemed to be a representation that (1) 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; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) 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.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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

§ 5.2.2.1 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 Article 12 of AIA Document A232–2019, 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 B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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§ 5.3 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.)*

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, 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.)

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[☐] Litigation in a court of competent jurisdiction.

[« »] Other: *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

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

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount 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 Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum in that Section, 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;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 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 7.2.1.2.1.1. 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. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

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§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[☐] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

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[☐] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A132™ – 2019

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Appoquinimink School District
Summit Campus Middle & High School
1420 Aviator Way
Middletown, DE 19709
Contract NO. SCMHS-BP02B

THE OWNER:
(Name, legal status, and address)

« Appoquinimink School District
118 S. Sixth Street
Odessa, DE 19730 »« »
« »

THE CONTRACTOR:
(Name, legal status, and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™-2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A232™-2019, General Conditions of the Contract for Construction. Article 11 of A232™-2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ ☐
- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ ☐
- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ ☐
- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ ☐
- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ ☐
- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ ☐
- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
- ☐ ☐

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[☐] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[☐] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than $\llcorner \gg$ (\$ $\llcorner \gg$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than $\llcorner \gg$ (\$ $\llcorner \gg$) each accident, $\llcorner \gg$ (\$ $\llcorner \gg$) each employee, and $\llcorner \gg$ (\$ $\llcorner \gg$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than $\llcorner \gg$ (\$ $\llcorner \gg$) per claim and $\llcorner \gg$ (\$ $\llcorner \gg$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than $\llcorner \gg$ (\$ $\llcorner \gg$) per claim and $\llcorner \gg$ (\$ $\llcorner \gg$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than $\llcorner \gg$ (\$ $\llcorner \gg$) per claim and $\llcorner \gg$ (\$ $\llcorner \gg$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [« »] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [« »] § A.3.3.2.6 **Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage**Limits****§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type**Penal Sum (\$0.00)**

Payment Bond

<< >>

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A132-2019

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition" AIA Document A132-2019. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

- 3.1 Delete paragraph 3.1 in its entirety and replace with the following:
- "The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."
- 3.3.1 In the space provided, insert "As defined in Article 9.8 of AIA Document A232-2019 and amended by the Owner's 'Supplementary General Conditions A232-2019'"

ARTICLE 4: CONTRACT SUM

- 4.1 Delete paragraph 4.1 in its entirety and replace with the following:
- "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 a Stipulated Sum, in accordance with Section 4.2 below."
- 4.3 Delete paragraph 4.3 in its entirety.
- 4.4 Delete paragraph 4.4 in its entirety.

ARTICLE 5: PAYMENTS

- 5.1 PROGRESS PAYMENTS
- 5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:
- "Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."
- 5.1.5 Delete paragraph 5.1.5 in its entirety.
- 5.1.6 Delete paragraph 5.1.6 in its entirety.
- 5.2.2 Delete paragraph 5.2.2 in its entirety.
- 5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

7.2 Delete paragraph 7.2 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

8.7 Delete paragraph 8.7 in its entirety.

ARTICLE 9: ENUMERATION OF CONTRACT DOCUMENTS

9.1.9 Insert "Supplement to Agreement Between Owner and Contractor A132-2019"

9.1.9 Insert "Supplementary General Conditions A232-2019"

END OF SECTION

SECTION 00 54 14

SUPPLEMENT TO A132-2019 – EXHIBIT A - INSURANCE AND BONDS

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition” AIA Document A132-2019 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement, Exhibit A is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement, Exhibit A shall remain in effect.

ARTICLE A.2 OWNER’S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

In the first sentence after “coverage to include (1)” delete “(1) the Owner,”.

Strike the remainder of the first sentence beginning at the semicolon “; and (2) the Owner” through the end of the sentence.

Delete the second sentence in its entirety.

A.3.2.2.1 Insert “\$1,000,000.00” in the blank for each occurrence.

Insert “\$3,000,000.00” in the blank for general aggregate.

Insert “\$3,000,000.00” in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert “\$1,000,000.00” in the blank for per accident.

- A.3.2.6 Insert "\$500,000.00" in the blank for each accident.
Insert "\$500,000.00" in the blank for each employee.
Insert "\$500,000.00" in the blank for policy limit.
- A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.
- A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.
Insert "\$3,000,000.00" in the blank for in the aggregate.
- A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.
Insert "\$4,000,000.00" in the blank for in the aggregate.
- A.3.2.11 Strike in its entirety.
- A.3.2.12 Strike in its entirety.
- A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety
- A.3.3.2.2 Strike in its entirety.
- A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.
Insert "\$3,000,000.00" in the blanks for in the aggregate.
- A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contractprice.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION

AIA® Document E201™ – 2022

BIM Exhibit for Sharing Models with Project Participants, where Model Versions may be enumerated as a Contract Document

This Exhibit dated the Eighteenth day of March in the year Two Thousand Twenty-Six is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:

(Name and location or address of the Project)

Summit Middle/High School Project
1420 Aviator Way
Newark, DE 19709

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 MODEL USES, SHARING, AND RELIANCE
- 3 BIM EXECUTION PLAN
- 4 LEVELS OF DEVELOPMENT
- 5 NON-BIM DIGITAL DATA
- 6 OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA
- 7 INSURANCE FOR BIM AND DIGITAL DATA RISKS
- 8 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the terms and protocols governing reliance upon, and the ownership, development, uses, transmission, and sharing of, Building Information Models and other Digital Data for the Project.

§ 1.2 Definitions

§ 1.2.1 **Agreement.** Agreement is the agreement into which this Exhibit is incorporated.

§ 1.2.2 **BIM Execution Plan.** A BIM Execution Plan is a written plan detailing the development and use of, and protocols related to, Project Models and setting forth each of the Project Participants’ responsibilities related thereto.

§ 1.2.3 **Building Information Model or Model.** A Building Information Model (BIM), or Model is a digital representation of the Project or a subset of the Project. A Model is a collection of one or more Model Portions, each of which is an assemblage of Model Elements.

§ 1.2.3.1 **Model Portion or Portion.** A Model Portion, or Portion, is a subset of a Model as designated in Table 2.4 of this Exhibit. The Parties may designate a Model Portion by discipline, trade, area, location, phase, or other mutually agreeable distinction.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 incorporated into an agreement between the Parties.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1.2.3.2 Model Author or Author. A Model Author, or Author, is the Project Participant responsible for developing a Model Portion.

§ 1.2.3.3 Model Version or Version. A Model Version, or Version, is a specific edition of a Model or Model Portion that is sufficiently identifiable as unique and unchanged as of the time it is saved by its Author.

§ 1.2.3.4 Model Element. A Model Element is a digital representation of a component, system, object, or assembly within a Model.

§ 1.2.3.5 Modeling. Modeling is the process used to create a Model.

§ 1.2.3.6 Non-Graphic Information. Non-Graphic Information is any information other than the physical geometry associated with, or attached to, a Model Element. Examples of Non-Graphic Information include equipment or product manufacturer, maintenance schedule, cost per square foot, tonnage of HVAC, etc.

§ 1.2.4 Confidential Digital Data. Unless otherwise stated in the Agreement, Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates as “confidential.”

§ 1.2.5 Contract Document. The term Contract Document shall have the same meaning as in the agreement between the owner and contractor for the construction of the Project.

§ 1.2.6 Digital Data. Digital Data is information created or stored for the Project in digital form.

§ 1.2.7 Level of Development. The Level of Development (LOD) establishes the minimum dimensional, spatial, quantitative, and qualitative aspects of a Model Element, and the degree to which Project Participants may rely upon the Model Element when developed to that level in the Model. The Levels of Development are described in Article 4.

§ 1.2.8 Party and Parties. Party and Parties are the signing parties to the Agreement.

§ 1.2.9 Project Participant. A Project Participant is the owner of, and any entity or individual providing services or work on, the Project.

§ 1.3 The Parties agree to incorporate this Exhibit, executed as of the day and year first written above, into their agreements with any other Project Participants that may develop or use Digital Data on the Project. A Party may require any Project Participant to confirm that it has incorporated this Exhibit into its agreement for the Project.

§ 1.3.1 The Parties agree that each Project Participant developing or utilizing Digital Data on the Project is an intended third-party beneficiary of the Section 1.3 obligation to incorporate this Exhibit into agreements with other Project Participants and, therefore, is entitled to assert any rights and defenses associated with that obligation. This Exhibit shall not be construed to create a contractual relationship of any kind between Project Participants who are not otherwise in contractual privity, nor does it create any third-party beneficiary rights other than those expressly identified in this Section 1.3.1. If a Party fails to incorporate this Exhibit into its agreements with any other Project Participants that may develop or make use of Digital Data for this Project, that Party agrees to indemnify and hold harmless the other Project Participants and their contractors, consultants, agents and employees, to the fullest extent permitted by law, from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from such Project Participants’ use of Digital Data inconsistent with the terms of this Exhibit.

ARTICLE 2 MODEL USES, SHARING, AND RELIANCE

§ 2.1 General. Project Participants may share, use, and rely upon a Model or Model Portion only to the extent set forth in Articles 2 and 3.

§ 2.2 Model Uses

§ 2.2.1 The Project Participants shall develop Models on the Project for the following uses:

(Check all of the boxes for Model Uses that may apply on the Project and describe the selected uses.)

[☐] **§ 2.2.1.1 Planning** *(Examples include programming, site analysis, energy analysis, scheduling, cost and quantity estimating, and documentation of existing conditions):*

- [X] § 2.2.1.2 Design (Examples include design authoring, design review, 3D coordination, structural analysis, lighting analysis, energy analysis, site utilization, and engineering analysis):

Items marked with an “X” in the table below defines the required BIM uses for the project.

DESIGN & PRECON PHASE	CONSTRUCTION PHASE	OPERATION PHASE
X DESIGN AUTHORIZING	X DIGITAL FABRICATION	BUILDING MAINTENANCE SCHEDULING
X DESIGN REVIEWS	X LOGISTICS PLANNING	BUILDING SYSTEM ANALYSIS
VIRTUAL REALITY DESIGN REVIEWS	VIRTUAL REALITY REVIEW	ASSET MANAGEMENT
X 3D COORDINATION	X 3D COORDINATION	SPACE MANAGEMENT / TRACKING
LASER SCANNING	LASER SCANNING	DISASTER PLANNING
EXISTING CONDITIONS MODELING	EXISTING CONDITIONS MODELING	LEASING
OTHER ENG. ANALYSIS	X DIGITAL LAYOUT	BUILDING AUTOMATION/ MONITORING
SUSTAINABILITY (LEED) EVALUATION	X AS-BUILT MODELING	
PREFABRICATION STUDIES	PREFABRICATION STUDIES	
PHASE PLANNING & 4D MODELING	X 4D SCHEDULING & PHASE PLANNING	
5D COST ESTIMATION	5D COST ESTIMATION	
ENERGY ANALYSIS	PRODUCTION TRACKING	
MECHANICAL ANALYSIS		
LIGHTING ANALYSIS		
STRUCTURAL ANALYSIS		
OTHER ENG. ANALYSIS		

- [X] § 2.2.1.3 Construction Management (Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability):

- [X] § 2.2.1.4 Construction (Examples include construction system design, procurement, fabrication, 3D control and planning, and record modeling):

Items marked with an “X” in the table below defines the required BIM uses for the project

DESIGN & PRECON PHASE	CONSTRUCTION PHASE	OPERATION PHASE
X DESIGN AUTHORIZING	X DIGITAL FABRICATION	BUILDING MAINTENANCE SCHEDULING
X DESIGN REVIEWS	X LOGISTICS PLANNING	BUILDING SYSTEM ANALYSIS
VIRTUAL REALITY DESIGN REVIEWS	VIRTUAL REALITY REVIEW	ASSET MANAGEMENT
X 3D COORDINATION	X 3D COORDINATION	SPACE MANAGEMENT / TRACKING
LASER SCANNING	LASER SCANNING	DISASTER PLANNING
EXISTING CONDITIONS MODELING	EXISTING CONDITIONS MODELING	LEASING
OTHER ENG. ANALYSIS	X DIGITAL LAYOUT	BUILDING AUTOMATION/ MONITORING
SUSTAINABILITY (LEED) EVALUATION	X AS-BUILT MODELING	
PREFABRICATION STUDIES	PREFABRICATION STUDIES	
PHASE PLANNING & 4D MODELING	X 4D SCHEDULING & PHASE PLANNING	
5D COST ESTIMATION	5D COST ESTIMATION	
ENERGY ANALYSIS	PRODUCTION TRACKING	
MECHANICAL ANALYSIS		
LIGHTING ANALYSIS		
STRUCTURAL ANALYSIS		
OTHER ENG. ANALYSIS		

- [] § 2.2.1.5 Post Construction (Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling):

- [] § 2.2.1.6 Other:

§ 2.2.2 No Model Portion shall be relied upon for a use not listed or described in Section 2.2.1 above.

§ 2.3 Model Sharing. The Parties agree to implement the Sharing Tier (“Tier”) designated in Table 2.4 for each Model Portion. The Tiers referenced in Table 2.4 are defined in Sections 2.3.1 through 2.3.3.

§ 2.3.1 Tier One – Limited Authorized Sharing: A Model Portion designated as Tier One may be shared by its Author with other Project Participants. However, unless otherwise authorized in writing by the Model Author, any Project Participant’s use of, or reliance upon, a Model Portion designated as Tier One shall be at the Project Participant’s sole risk. The Parties agree that no Version of a Model Portion designated as Tier One shall be enumerated as a Contract Document.

§ 2.3.2 Tier Two – Prescriptive Sharing with All Project Participants: Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that a Model Portion designated as Tier Two may be shared among all Project Participants. The Parties agree that no Version of a Model Portion designated as Tier Two shall be enumerated as a Contract Document.

§ 2.3.3 Tier Three – Prescriptive Sharing with All Project Participants and Enumeration as a Contract Document: Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that Model Portions designated as Tier Three may be shared among all Project Participants. The Parties agree that a Version of a Model Portion designated as Tier Three may be enumerated as a Contract Document.

§ 2.4 Sharing Tier Table. The Parties agree to the following Sharing Tiers for the Model Portions designated in the table below.

Model Portion	Model Author	Sharing Tier		
		Tier One	Tier Two	Tier Three
<i>(List each Model Portion, designated by discipline, trade, area, location, phase, or other description)</i>	<i>(List the Model Author for each Model Portion)</i>	<i>(Designate a single Sharing Tier for each Model Portion)</i>		
Architecture	ABHA/BSA+A		<u>X</u>	
Structural Design Model	DCI Engineers	<u>X</u>		
Civil Engineering	McKim & Creed, Inc.	<u>X</u>		
Mechanical	Furlow Associates	<u>X</u>		
Plumbing	Furlow Associates		<u>X</u>	
Fire Protection	Furlow Associates		<u>X</u>	
Electrical	Furlow Associates		<u>X</u>	

§ 2.4.1 Default Sharing Protocols

§ 2.4.1.1 The Parties agree that any portion of a Model not included in Table 2.4, or any Model Portion that is not designated with a Sharing Tier, shall be Tier One.

§ 2.4.1.2 The Parties agree that there shall be no reliance on a Portion until a Version is issued pursuant to Section 2.5. The Parties further agree that, prior to the development of a BIM Execution Plan, the Sharing Tier for any Model Portion shall be Tier One.

§ 2.4.2 Changing or Replacing a Model Version

§ 2.4.2.1 Versions of Tier One, Two, and Three Model Portions Not Enumerated as Contract Documents. Only a single Version of a Model Portion may be authorized for reliance. Model Authors may update their Model Portions by issuing an updated Version pursuant to Section 2.5.

§ 2.4.2.2 Versions of Tier Three Model Portions That May be Enumerated as Contract Documents. Only a single Version of a Tier Three Model Portion may be enumerated as a Contract Document. The Project Participants shall determine in the BIM Execution Plan how a Model Version enumerated as a Contract Document will be identified. A Model Version enumerated as a Contract Document shall only be changed or replaced through the modification process set forth in the agreement between the owner and contractor for the construction of the Project.

§ 2.5 Model Reliance

§ 2.5.1 A Project Participant may only rely on Models, Model Portions, and Model Elements as indicated in this Section 2.5. The Parties agree that the extent of their reliance on any Model Version shall be limited to the uses identified in

Section 2.2 and in accordance with the BIM Execution Plan, which shall identify authorized reliance on Model Elements. Any reliance on a Model Version not in accordance with this Exhibit and the BIM Execution Plan shall be at the Project Participant's sole risk.

§ 2.5.2 Issuing Model Versions. The Project Participants shall establish in the BIM Execution Plan the form or method that the Author(s) shall use to identify a Version of its Portion at the time of issuance, whether issued at a Designated Delivery Milestone as set forth in Section 2.5.3 or as an Interim Deliverable as set forth in Section 2.5.4.

§ 2.5.3 Reliance on Model Versions at Designated Delivery Milestones. The Project Participants shall set forth Designated Delivery Milestones in the BIM Execution Plan for Model Versions, either through a Model Element Table or another method. For each Designated Delivery Milestone the Project Participants will indicate the authorized reliance for each Model Element at that Designated Delivery Milestone, through the use of LOD designations or some other method. Each Author shall identify the Designated Delivery Milestone for which their Version is being issued. Project Participants shall rely on a Model Version issued at a Designated Delivery Milestone only to the extent of the authorized reliance identified in the BIM Execution Plan for that Designated Delivery Milestone.

§ 2.5.4 Reliance on Model Versions at Interim Deliverables. The Parties may agree in writing to permit Interim Deliverables not identified in the BIM Execution Plan for Model Versions. Each Author shall describe the extent of authorized reliance on its Interim Deliverable. Project Participants shall rely on a Model Version issued as an Interim Deliverable only to the extent authorized by the Model Author.

§ 2.6 Model Coordination. If Project Participants discover or become aware of any discrepancies, inconsistencies, errors, or omissions in any Model Version, they shall promptly report the discrepancy, inconsistency, error, or omission in writing to the Author and the Architect.

ARTICLE 3 BIM EXECUTION PLAN

§ 3.1 The Parties agree that a BIM Execution Plan is required for the Project and further agree to adhere to the BIM Execution Plan. Unless otherwise stated below, the Architect shall be responsible for preparing and updating the BIM Execution Plan in collaboration with the other Project Participants.

(Identify the Project Participant who will be responsible for preparing and updating the BIM Execution Plan, if other than the Architect. If different Project Participants will be responsible for updating the BIM Execution Plan at different Project milestones, then so state.)

§ 3.2 The following BIM Execution Plan shall be used for the Project:
(Select one.)

- ☒ AIA Document G203™-2022 BIM Execution Plan, with G204™-2022 Model Element Table
- ☐ AIA Document G203™-2022 BIM Execution Plan, with a custom model element table
- ☐ Other, in accordance with Section 3.2.1 below:
(Identify and describe the BIM Execution Plan and model element table, if applicable, to be used.)

§ 3.2.1 If the Parties select Other in Section 3.2, then, at a minimum, the BIM Execution Plan shall contain the information set forth in this Section 3.2.1:

- .1 BIM-specific information, including a detailed schedule for Model development, and a list of relevant Project Participants' contact information and discipline;
- .2 Designated Delivery Milestones;
- .3 Software requirements and file exchange protocols, including software version(s) to be used for Modeling, updating policies, if any, tools to be used for collaboration or file sharing, and frequency for file sharing;
- .4 Data storage, backup, and security measures in addition to those set forth in this Exhibit;
- .5 Modeling protocols, including project coordinates, Model data subdivisions, common data fields, phasing, sheets, design options, non-modeled elements, and file naming conventions and standards;

- .6 Model management protocols including (1) defining roles, responsibilities, and collaboration and execution processes, (2) identifying meeting types and frequency, and (3) indicating quality control measures, including checks for interference, standards, and Model integrity;
- .7 Designation of the LOD of Model Elements, which can be accomplished by using a completed Model Element table;
- .8 Authorization forms for Model reliance;
- .9 Identification of Models; and
- .10 Other:
(Include other mandatory items to be included in the BIM Execution Plan.)

N/A

§ 3.3 The Project Participant identified in Section 3.1 as responsible for preparing the BIM Execution Plan shall prepare and submit the BIM Execution Plan to the other Project Participants as soon as practicable after the date of this Exhibit and when new Project Participants are added to the Project.

§ 3.4 Upon receipt of the BIM Execution Plan, all Project Participants shall promptly review the BIM Execution Plan for the purpose of (1) providing notice of any objections thereto to the Project Participant responsible for preparing the BIM Execution Plan and (2) providing notice as set forth in Section 3.6.

§ 3.5 If a Party believes that protocols established in the BIM Execution Plan will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule, or contract time, the Party shall notify the other Party. Failure to provide notice as required in Section 3.6 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule, or contract time as a result of the established protocols.

§ 3.5.1 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustment in compensation, contract sum, schedule, or contract time in accordance with the terms of the Agreement.

§ 3.6 Notice required under Sections 3.4 and 3.5 shall be provided within thirty days of receipt of the BIM Execution Plan, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the BIM Execution Plan, indicate the notice period below.)

N/A

§ 3.7 The Project Participants may agree to update the BIM Execution Plan as appropriate, including when new Project Participants are added to the Project. Updates shall be prepared in accordance with the process outlined in this Article 3.

§ 3.8 The Parties agree that Model Element Levels of Development set forth in the BIM Execution Plan for Project Milestone Deliverables shall be consistent with the Model Uses identified in Section 2.2.

ARTICLE 4 LEVELS OF DEVELOPMENT

§ 4.1 **Level of Development Descriptions.** The LOD descriptions included in Section 4.2 through Section 4.6 below shall be used in the BIM Execution Plan to identify the minimum required characteristics for each Model Element at progressively developed levels. Other Project Participants may only rely on a Model Element consistent with the minimum required characteristics for the designated LOD.

§ 4.1.1 **Non-Graphic Information.** Non-Graphic Information may be attached to a Model Element. If Non-Graphic Information has a different degree of reliance than the Model Element to which it is attached, then the Model Author shall indicate the difference in the Model Element Table or elsewhere in the BIM Execution Plan.

§ 4.2 **LOD 100.** The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (e.g., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 4.3 **LOD 200.** The Model Element is generically and graphically represented within the Model with approximate quantity, size, shape, location, and orientation.

§ 4.4 LOD 300. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, and orientation can be measured.

§ 4.4.1 LOD 350. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, orientation, and interfaces with adjacent or dependent Model Elements can be measured.

§ 4.5 LOD 400. The Model Element is graphically represented within the Model with detail sufficient for fabrication, assembly, and installation.

§ 4.6 LOD 500. The Model Element is a graphic representation of an existing or as-constructed condition developed through a combination of observation, field verification, or interpolation. The level of accuracy shall be noted or attached to the Model Element.

ARTICLE 5 NON-BIM DIGITAL DATA

§ 5.1 For the creation, storage, management, archiving, and sharing of Digital Data other than Models, the Project Participants will each use their own protocols, except as noted below or as set forth in Article 6:

(If the Parties intend to follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data other than Models, then describe those joint protocols below.)

Construction Manager will manage and maintain the centralized electronic document system. Software to be used include Procore and Autodesk Construction Cloud.

§ 5.1.1 If the Project Participants follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data as identified in Section 5.1, then the Project Participant responsible for Model management shall also compile an archive of Digital Data other than Models at the end of each Designated Delivery Milestone and shall preserve it without alteration. Each Project Participant shall be provided with an archive of all common Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier.

ARTICLE 6 OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA

§ 6.1 Where a provision in this Article 6 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in the Agreement shall prevail.

§ 6.2 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project.

§ 6.3 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 6.3.1.

§ 6.3.1 The receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the transmitting Party, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors, and their employees, sub-subcontractors and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 6.4 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering, and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 6.5 The Project Participant responsible for Model management shall compile an archive of all Models at the end of each Designated Delivery Milestone and shall preserve them without alteration. Each Project Participant shall be

provided with an archive of all common BIM Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier.

§ 6.6 Data Security. The Parties agree to the following data security measures:
(Identify data security measures appropriate for the Project.)

Refer to respective contracts.

§ 6.7 Except as otherwise stated in this Exhibit, the provisions of this Article 6 shall survive the termination of the Agreement.

ARTICLE 7 INSURANCE FOR BIM AND DIGITAL DATA RISKS

§ 7.1 In addition to those insurance requirements set forth in the Agreement, all Project Participants developing or using Models or Digital Data shall purchase and maintain the following insurance coverages:

(List below any insurance coverage to be provided by all, or certain, Project Participants developing or using Models or Digital Data.)

Coverage N/A

Limits N/A

ARTICLE 8 OTHER TERMS AND CONDITIONS

§ 8.1 Other terms and conditions that modify this Exhibit, if any, are as follows:

N/A

§ 8.2 This Exhibit is comprised of the following documents:

- .1 AIA Document E201™-2022 BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May be Enumerated as a Contract Document;
- .2 Other documents, if any, listed below:

-AIA Document G203-2022, BIM Execution Plan Exhibit
AIA Document G204-2022, Model Element Table Exhibit

AIA® Document G203™ – 2022

BIM Execution Plan

BIM EXECUTION PLAN VERSION NUMBER: 1.0

DATE: March 18, 2026

PROJECT NAME:

(Name and location or address of the Project)

Summit Middle/High School Project

1420 Aviator Way
Newark, DE 19709

PROJECT OWNER:

(Name and address)

Appoquinimink School District

118 South Sixth Street
Odessa, DE 19730

EXHIBIT NAME:

(Identify, by date and full title, the BIM and Digital Data Exhibit for the Project (the "Exhibit"))

AIA Document E201-2022, BIM Exhibit for Sharing Models with Project Participants,
where Model Versions may be enumerated as a Contract Document.

INTENDED GOALS FOR MODELS ON THE PROJECT:

(Summarize the intended goals for Model documentation, process, and workflow.)

The intent for Model documentation is to provide electronic documents of the project
design to be used during construction model coordination and clash detection for
development of discipline specific shop drawings. The design team will provide updated
backgrounds at each stage of the drawing progression for review and use by the
construction team once final Construction Documents are issued.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 incorporated into an agreement between the Parties.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 PROJECT INFORMATION
- 2 DESIGNATED DELIVERY MILESTONES FOR MODEL VERSIONS
- 3 SOFTWARE REQUIREMENTS AND FILE EXCHANGE PROTOCOL
- 4 DATA SECURITY MEASURES
- 5 MODELING PROTOCOLS
- 6 MODEL MANAGEMENT PROTOCOLS
- 7 LEVELS OF DEVELOPMENT
- 8 RELIANCE AUTHORIZATION PROTOCOLS FOR INTERIM DELIVERABLES
- 9 IDENTIFICATION OF MODELS
- 10 OTHER BIM OR MODELING PROVISIONS
- 11 EXHIBITS AND ATTACHMENTS

The terms used in this BIM Execution Plan have the same meaning as those in the Exhibit.

This BIM Execution Plan may be updated, as appropriate, in accordance with the terms of the Exhibit.

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Project Participants Directory

(Identify all Project Participants developing or using Models, their discipline or trade, and contact information for their key representatives.) Design team noted only. WT to add subcontractors as they are awarded.

Project Participant (Firm or company name)	Discipline or Trade	Contact Name (Insert individual name and Project role or title)	Contact Information (Insert phone number, email address, and other contact information)
Whiting-Turner Contracting	BIM Manager	Anthony DelValle	Anthony.delvalle@whiting-turner.com
ABHA Architects, Inc.	Architecture	Scott Lester	slester@abha.com
BSA&A	Architecture	Tim Skibicki	tskibicki@simpers.com
BSA&A	Architecture	Maureen Rozanski	mrozanski@simpers.com
McKim & Creed, Inc.	Civil Engineer	Dakota Laidman-Murray	dlmurray@mckimcreed.com
DCI Engineers	Structural Engineer	Chelsea Collins	ccollins@dc-engineers.com
DCI Engineers	Structural Engineer	Juan Vera-Bedolla	jvera-bedolla@dc-engineers.com
DCI Engineers	Structural Engineer	Steve Krumenacker	skrumenacker@dc-engineers.com
DCI Engineers	Structural Engineer	Michael Macaulay	macaulay@dc-engineers.com
DCI Engineers	Structural Engineer	Jeremy Armstrong	jarmstrong@dc-engineers.com
Furlow Associates	BIM Manager	Scott Szczesiak	sszczesiak@furlowassociates.com
Furlow Associates	Mechanical / Plumbing	Louis Mongillo	lmongillo@furlowassociates.com
Furlow Associates	Mechanical / Plumbing	Joe Scaglione	jscaglione@furlowassociates.com
Furlow Associates	Electrical	Yu Heng Wong	yheng@furlowassociates.com

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§ 1.2 Project Schedule

(Insert or attach the Project schedule, including a detailed schedule for Model development. If appropriate, include the schedule's version or date.)

A schedule will be provided along with the final GMP documents once design is complete.

§ 1.3 Existing Data

(Describe any existing survey files, as-built files, documents, or BIM content. Include any license or usage restrictions.)

ARTICLE 2 DESIGNATED DELIVERY MILESTONES FOR MODEL VERSIONS

Designated Delivery Milestones for Model Versions

(Insert or attach the delivery schedule, identifying Designated Delivery Milestones for Model Versions. State whether a Model Element Table will be included for this purpose as set forth in Article 7.)

N/A

ARTICLE 3 SOFTWARE REQUIREMENTS AND FILE EXCHANGE PROTOCOL

§ 3.1 Modeling Software

(Indicate software and version(s) to be used for modeling and any other necessary information.)

Software	Version	Other Information
AutoDesk	Revit 2026	
AutoCAD	Civil 3D 2021	

§ 3.1.1 Modeling Software Updates. All Project Participants agree to coordinate software updates prior to making any Model file upgrades.

§ 3.2 Other Software Tools

(Indicate other software tools to be used to interface with Models, such as for analysis, coordination, quality management, etc. Include version and update restrictions, if any.)

Revizto, Procore, Navisworks 2025, Autodesk Construction Cloud

§ 3.3 File Exchange Protocols

§ 3.3.1 The Project Participants agree to share their respective Model Portion updates as follows:

(Check the appropriate box.)

- ☒ **§ 3.3.1.1 Cloud-Based Collaboration.** The Project Participants agree to use a cloud-based Modeling software platform for developing and sharing Models as follows:

(Indicate software, licensing, and other requirements for hosting the Project. Identify the Project Participant responsible for hosting the Project. Indicate the frequency for Model updates, such as daily, identifying the time of day.)

Procore, Autodesk Construction Cloud

- ☐ **§ 3.3.1.2 Separate Model Collaboration.** The Project Participants agree to use file sharing of separately developed Models, and shall develop and share their Model Portions as follows:
(Indicate the requirements for preparation of the Model Portion before it is transmitted, including how to handle links and exclusions of links, auditing, and compacting. Indicate the means of transmission, if appropriate. Indicate the frequency of file exchange for Model updates, such as at milestones, or weekly, identifying the day of the week.)

[] § 3.3.1.3 Other:
(Specify the type of Model collaboration, which may include a hybrid of cloud-based and separate Model development.)

§ 3.4 Collaboration Protocols. The Project Participants' protocols for the collaborative use of Models, if any, including communication protocols, method of decision tracking, and co-location requirements are as follows:

Refer to added language under Article 6.1

§ 3.4.1 Training and Support Parameters. The parameters for any training or support program(s) that will be implemented with respect to any collaboration protocols or technical requirements are as follows:

N/A

§ 3.4.2 Training and Support Costs. The Project Participants are each responsible for their respective software training and support, and associated costs, unless set forth below:

(Identify required software to be used on the Project and for which the Project Participants will be compensated for training and support, and state how the Project Participants will be compensated.)

Whiting-Turner will facilitate training as needed for Procore, Revizto

ARTICLE 4 DATA SECURITY MEASURES

Data Security Measures. In addition to those data security measures identified in the Exhibit, the Project Participants agree to implement the following data security protocols:

(Indicate data security measures, such as data storage, backup, and security measures, to be implemented by all Project Participants.)

Back-up files will be typical of all other documents.

ARTICLE 5 MODELING PROTOCOLS

§ 5.1 Project Coordinates. Project coordinates, including Project north, true north angle, and physical horizontal and vertical location in real space, are set forth below. Project coordinates will not be changed without prior agreement from all Project Participants.

(Indicate the Project coordinates, which can be described in writing, represented graphically, or both.)

ABHA Architects/ BSA&A to provide project coordinates within Revit with available.

McKim & Creed will use Delaware State Plane coordinates in the civil model. ABHA/BSA&A architectural model is not expected to be geolocated with Shared Coordinates, but McKim & Creed's civil model must contain a minimum of one building grid intersection point for alignment to other models.

An alignment table for subcontractors will be added in our Subcontractor BIM Execution Plan.

§ 5.2 Model Data Subdivisions. Model Authors agree to reasonably minimize the subdivision of their Model Portion(s). Any changes to subdivided Model Portions shall be communicated to all Project Participants.

§ 5.3 Common Data Fields

(Indicate common data fields intended to be shared for sheet indices and Model coordination.)

N/A

§ 5.4 Construction Phasing. If the Project will be constructed in separate phases, then indicate the phases below. The Project Participants agree that Model phases will be consistent across all Models. If additional phases, or modifications to phases indicated below, are required, then all Project Participants agree to use any new or modified phases.

(Indicate the phases for the Project, such as when the Project includes existing buildings.)

N/A

§ 5.5 Sheets

(Indicate the standard format(s) for 2D output(s), such as sheet sizes for the Project, title block format, and requirements to name, number, and identify deliverables.)

-Design team to provide this information when available during design.

Subcontractor deliverables will be defined in our subcontractor BIM Execution Plan.

The Parties agree that no information utilized in the generation of construction documents shall be purged from models that are transmitted to Project Participants including but not limited to: contract drawings sheets, Revit Views, design options, and associated annotations noted in the contract documents such as dimensions, tags, sections, call-outs, mark values, text, and schedules.

§ 5.6 Design Options

(Indicate any protocols for addressing or exploring design options.)

N/A

§ 5.7 File Naming Conventions

(Indicate protocols for naming each type of file.)

ABHA/BSA&A to provide file naming convention for design team when available. Subcontractor naming conventions will be defined in WT's Subcontractor BIM Execution Plan.

§ 5.8 Modeling Standards

(Indicate standards to be used by the Project Participants, or attach and identify a separate document.)

General Modeling requirements for Design and Contractor Models:

- a) Each discipline will provide a model that is complete and accurately represents their scope of work in its entirety.
- b) Refer to the Model Object LOD Table in G204-2022 for minimum modeling requirements.
- c) It is the responsibility of every model author to ensure the dimensional accuracy and representation in their own model as it relates to the contract documents.
- d) All objects must be modeled as 3D solids. 3D models should not include any 2D linework or wireframe objects (exception for column grids). Models will only contain the relevant 3D data for the project.

Additional requirements for subcontractors will be defined in WT's subcontractor BIM Execution Plan.

ARTICLE 6 MODEL MANAGEMENT PROTOCOLS

§ 6.1 Responsibility

(Define individual roles and responsibilities for Model management.)

DESIGNERS OF RECORD

- a) Delivery of all design models and CAD files with each critical design milestone and at contractor's reasonable request.
 - i. All external references in their native formats including those derived from consultants.
 - ii. All details and schedules if not derived from the 3D model shall be included.
 - iii. All design models shall be 3-dimensionally coordinated and checked for dimensional accuracy and constructibility and an accurate representation of the construction documents.
 - iv. Resolution of conflicts shall be reviewed with Whiting-Turner and resolved prior to the issuance of the next design milestone.

b) Active participation in coordination meetings upon request, or timely responses to RFIs and/or issues resulting from coordination and constructibility reviews.

c) Management and updates to the design models and CAD files through the end of the construction phase, incorporating all design drawing updates and/or revisions that constitute a major change. The following defines what constitutes a major change per discipline:

Architectural

- Exterior & interior walls, doors, windows, ceilings, fixtures, and/or equipment that are modified in any way (exclusive of finishes).
- Rooms that change function or are redesigned.

Structural

- Structural members (beams, columns, footings/ foundations, etc.) that change size and/or are relocated.

MEPF

- Riser and/or shaft size changes.
- MEPF equipment that changes in quantity, specification, and/or location.
- Mains that change routing and/or size.
- Rooms that change function or are redesigned.

Design documents and associated Revit files will be updated concurrent to construction and transmitted through the issuance of design changes to capture RFIs, design directed changes, Owner Changes, etc.

d) Compilation and delivery of the final Record Documents and Revit files to the owner, including all field changes and redline as-builts

WHITING-TURNER

a) Establish protocols and coordinate training to ensure Desired Goals are met.

b) Create and maintain the Virtual Build schedule ensuring integration with the CPM schedule.

c) Distribute design models to subcontractors once the file transfer agreement is signed by the subcontractor

d) Perform high level constructibility review of design models.

e) Define and manage the coordination process.

f) Set up and maintain access to file sharing location for all subcontractors and consultants.

g) Endeavor to review that the modeling requirements published in this Execution Plan are met and ensure all subcontractors are adhering to the Model Object Level of Development (LOD) Table in the Appendices.

h) Endeavor to perform supplemental QC checks of subcontractor's models to ensure proper coordination with the architectural and structural context.

i) Create and Maintain a virtual build model.

j) Set up and manage the weekly coordination meetings and the assignment and tracking of coordination related issues, RFIs and other action items.

k) Provide subcontractors with model coordination sign-off document at the substantial completion of coordinated floor, level, zone/phase or building.

l) Review design model changes for potential re-coordination effort.

m) Endeavor to collect and QC trade layout points against the virtual build model and shop drawings.

n) Endeavor to QC field conditions to verify installed conditions match the virtual build models.

o) Set up additional meetings as required to incorporate field or design changes and review for potential re-coordination effort.

p) At Project Substantial Completion, transmit red-line documents to the Designers of Record.

Additional requirements for subcontractors will be defined in our subcontractor BIM Execution Plan.

§ 6.2 Meetings

(Indicate meeting types, the stage or phase within which the meeting occurs, and the meeting frequency.)

Meeting Type	Project Stages or Phases	Frequency
Construction Coordination		Weekly

§ 6.3 Quality Control and Model Health.

§ 6.3.1 Internal Quality Control. Each Project Participant is responsible for producing quality Model Portions that can be used and opened effectively by all other Project Participants. Project Participants will perform checks on their respective Model Portions pursuant to Section 6.3.1.1.

§ 6.3.1.1 Model Checking. The following checks should be performed by each Model Author to assure Model quality:
(Describe each quality control measure to be implemented throughout the development of Model Portions.)

- [X] § 6.3.1.1.1 Visual Check. Perform a visual check to confirm that there are no unintended Model components and confirm design intent has been followed:
(Indicate the frequency with which Visual Checks will be performed and modify the description if required.)

Weekly

- [X] § 6.3.1.1.2 Interference Check. Detect problems within individual Model Portions and with the interface between Model Portions where two building components clash, including where required clearances clash:
(Indicate the frequency with which Interference Checks will be performed and modify the description if required.)

Weekly

- [X] § 6.3.1.1.3 Modeling Protocols Check. Confirm that the protocols reflected in Article 5 of this BIM Execution Plan have been followed:
(Indicate the frequency with which Modeling Protocols Checks will be performed and modify the description if required.)

Monthly-

- [X] § 6.3.1.1.4 Model Integrity Check. Check for items that affect the integrity of each Model Portion, such as corrupted Models, duplicated Model Elements, software warnings, Models with overly large file sizes, etc.:
(Indicate the frequency with which Model Integrity Checks will be performed and modify the description if required.)

Monthly

[] § 6.3.1.1.5 Other:

§ 6.3.2 External Quality Control. Upon receipt of another Project Participant's Model Portion, Project Participants shall report to the Model Author any Model quality issues discovered. Model Authors shall promptly resolve reported Model quality issues and issue a new Version of the Model Portion.

ARTICLE 7 LEVELS OF DEVELOPMENT

§ 7.1 Level of Development Descriptions. The Level of Development (LOD) descriptions shall be as set forth in the Exhibit.

§ 7.2 The Project Participants intend to identify the LOD for Model Elements at Designated Delivery Milestones as follows:

(Check the appropriate box.)

[] AIA Document G205™-2022, Abbreviated Model Element Table

[X] AIA Document G204™-2022, Model Element Table

[] Describe the LOD to be applied to Model Elements as follows:
(Describe how the LOD will be applied to Model Elements. Itemize by discipline or trade as appropriate. If the Project Participants will use a custom model element table, then identify that model element table.)

§ 7.3 Level of Accuracy. The level(s) of accuracy used for Model Elements indicated as LOD 500 shall be as follows:
(Describe a single level or multiple levels of accuracy that will be applied to LOD 500 Model Elements.)

N/A – Nothing is designed to LOD 500

ARTICLE 8 RELIANCE AUTHORIZATION PROTOCOLS FOR INTERIM DELIVERABLES

For Interim Deliverables, Model Authors will authorize or limit reliance on Model Versions of their respective Model Portions as follows:

(Define the means of authorization, whether described within the Model Version or in a separate document, or both. If appropriate, attach the authorization text or form as an exhibit.)

N/A

ARTICLE 9 IDENTIFICATION OF MODELS

§ 9.1 Identification of Model Versions Enumerated as a Contract Document

(Describe how the Project Participants will identify a Model Version enumerated as a Contract Document, if any, such as by file name, by Model Author, through the use of a Model Element Table, or other method.)

N/A

§ 9.2 Identification of Models or Model Portions not Enumerated as a Contract Document

(Describe how the Project Participants will identify a Model or Model Portions that are not enumerated as a Contract Document, such as by file name, by Model Author, through the use of a Model Element Table, or other method.)

Reference AIA E201-2022 Agreement

ARTICLE 10 OTHER BIM OR MODELING PROVISIONS

Other provisions related to BIM or Modeling are as follows:

N/A

ARTICLE 11 EXHIBITS AND ATTACHMENTS
(List here any exhibits and attachments to this BIM Execution Plan.)

[AIA Document G204-2022, Model Element Table](#)



APPOQUINIMINK SCHOOL DISTRICT

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
	Title:
(Corporate Seal)	

SURETY

Name: _____

Witness or Attest: Address: _____

_____	By: _____(SEAL)
Name:	Name:
	Title:
(Corporate Seal)	

APPOQUINIMINK SCHOOL DISTRICT

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:

SECTION 006276 – APPLICATION AND CERTIFICATE FOR PAYMENT (AIA G732 – 2009; 1
PAGE)

A draft copy of AIA Document G732 is bound into this Project Manual following this page.

END OF SECTION 006276

DRAFT AIA® Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NUMBER	DISTRIBUTION TO:
		001	OWNER
			CONSTRUCTION MANAGER
			ARCHITECT
FROM	VIA CONSTRUCTION	CONTRACT DATE	CONTRACTOR
CONTRACTOR	MANAGER:		FIELD
	The Whiting-Turner Contracting Co		
	VIA ARCHITECT:	PROJECT NOS:	
		/ /	

CONTRACT FC

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGES IN THE WORK.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00 =	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00 =	\$0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(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	\$0.00	\$0.00
Total approved this month including Construction Change Directives	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES IN THE WORK		\$0.00

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

CONTRACTOR:

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

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount

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.

SUBCONTRACTOR'S PARTIAL RELEASE WAIVER OF LIEN AND AFFIDAVIT

TO: THE WHITING-TURNER CONTRACTING COMPANY
(Contractor)

RE: WT SUBCONTRACT NO.: _____
OWNER: _____
PROJECT: _____
CURRENT INVOICE NO.: _____
FOR THE PERIOD ENDING: _____

The undersigned Subcontractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Contractor, Owner, their sureties and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Subcontractor, its subcontractors, and suppliers, in connection with the Project and subcontract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Subcontractor has been authorized to proceed with by the Contractor, but for which payment has not yet been approved.

Except as noted below, Subcontractor acknowledges and represents that for the period and work covered by all previous invoices for which Subcontractor has received payment:

1. Subcontractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Subcontractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Subcontractor is aware of no claims nor any circumstances that could give rise to any future claims against Contractor, Owner, Architect or other Subcontractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Subcontractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Subcontractor to others in connection with the Project.

Contract Sum to Date	\$ _____
Total Completed and Stored to Date	\$ _____
Total Retention to Date	\$ _____
Total Earned Less Retention	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: _____
(Name of Subcontractor)

BY: _____
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF _____)
(CITY)(COUNTY)OF _____) to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Subcontractor's Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

SUPPLIER'S PARTIAL RELEASE

TO: THE WHITING-TURNER CONTRACTING COMPANY (*Buyer*)

DATE: _____

FROM: _____ (*Supplier*)

RE: WT PURCHASE ORDER NO.: _____

DATED: _____

ITEM(S) SUPPLIED: _____

OWNER: _____

PROJECT: _____

The undersigned Supplier, in consideration of partial payment for the above referenced items, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Buyer, Owner, their sureties and the real property on which the project is located, in any manner arising out of the equipment or materials furnished by Supplier and covered by this payment.

Supplier represents that the amounts set forth below are correct and that this payment will promptly be applied to payment of any outstanding amounts due from Supplier to others in connection with this material or equipment.

Total Purchase Price	\$ _____
Less Previous Payments	\$ _____
Less This Payment	\$ _____
Remaining to be Complete	\$ _____

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

Supplier

BY: _____
Signature, Duly Authorized Agent of Supplier

Address: _____

Printed Name and Title

STATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Supplier's Partial Release, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

**PARTIAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

THE WHITING-TURNER CONTRACTING COMPANY (*Construction Manager*)

DATE: _____

OWNER: _____

PROJECT: _____

SUBCONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the Trade Contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, through the period covered by the current invoice.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, for the periods covered by previous payments, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full through the last date of work covered by the current invoice.

List exceptions, if any:

Last date of work period covered by current Invoice: _____

(*Name of Company*)

BY: _____
Signature, Duly Authorized Agent of Company

Address: _____

Printed Name and Title

STATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

Notary Public

My commission expires: _____

SUBCONTRACTOR'S FINAL RELEASE AND AFFIDAVIT

TO: THE WHITING-TURNER CONTRACTING COMPANY (*Contractor*) DATE: _____

FROM: _____(*Subcontractor*)

RE: WT SUBCONTRACT NO.: _____

DATED: _____

OWNER: _____

PROJECT: _____

The undersigned Subcontractor, in consideration of final payment as set forth herein, hereby waives all mechanic's liens and rights to file mechanic's liens and generally releases, and agrees to indemnify and save harmless, The Whiting-Turner Contracting Company and the above Owner and their sureties, their successors and assigns, from all causes of action, suits, debts, contracts, damages, judgments, decrees, claims, bond claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which Subcontractor, its subcontractors and suppliers, their successors and assigns and any persons claiming through them or based upon their acts or omissions ever had, now have or hereafter may have against The Whiting-Turner Contracting Company or the above Owner, and any real property or improvements of Owner, from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced contract or project.

Subcontractor represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Subcontractor to others in connection with the Project.

Final Contract Amount	\$ _____
Less Previous Payments	\$ _____
Final Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

Subcontractor

BY: _____
Signature, Duly Authorized Agent of Subcontractor

Address: _____

Printed Name and Title

STATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Final Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

SUPPLIER'S FINAL RELEASE AND AFFIDAVIT

TO: THE WHITING-TURNER CONTRACTING COMPANY (*Buyer*)

DATE: _____

FROM: _____ (*Supplier*)

RE: WT PURCHASE ORDER NO.: _____

DATED: _____

ITEM(S) SUPPLIED: _____

OWNER: _____

PROJECT: _____

The undersigned Supplier, in consideration of final payment as set forth herein, hereby waives all mechanic's liens and rights to file mechanic's liens and generally releases, and agrees to indemnify and save harmless, The Whiting-Turner Contracting Company and the above Owner and their sureties, their successors and assigns, from all causes of action, suits, debts, contracts, damages, judgments, decrees, claims, bond claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which Supplier, its successors and assigns and any persons claiming through it, ever had, now have or hereafter may have against The Whiting-Turner Contracting Company or the above Owner, and any real property or improvements of Owner, from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced items and any others included in this Purchase.

Supplier represents that the amounts set forth below are correct and that upon receipt, this final payment will promptly be applied to full payment of all outstanding amounts due from Supplier to others in connection with the materials and/or equipment supplied to this Project.

Total Purchase Price	\$ _____
Less Previous Payments	\$ _____
Final Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

Supplier

BY: _____
Signature, Duly Authorized Agent of Supplier

Address: _____

Printed Name and Title

STATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Supplier's Final Release Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

**FINAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

THE WHITING-TURNER CONTRACTING COMPANY *(Construction Manager)*

DATE: _____

OWNER: _____

PROJECT: _____

SUBCONTRACTOR: _____

The undersigned Company, a subcontractor or supplier to the Subcontractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, from the beginning of the world to the date of this Waiver and Release.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full.

Final Payment Due: \$ _____

(Name of Company)

BY: _____
Signature, Duly Authorized Agent of Company

Address: _____

Printed Name and Title

STATE OF _____)
(CITY)(COUNTY)OF _____)

)to wit:

On this _____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Final Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

(Notary Public)

My commission expires: _____

Schedule B
Attach
General Conditions to A232-2019



AIA® Document A232® – 2019

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

for the following PROJECT:

(Name, and location or address)

Summit Campus Middle and High School Project 2024 Referendum
1440 and 1460 Aviator Way
Middletown, DE 19709

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

The Whiting-Turner Contracting Company
131 Continental Drive
Suite 404
Newark, DE 19713

THE OWNER:

(Name, legal status, and address)

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

THE ARCHITECT:

(Name, legal status, and address)

ABHA/BSA+A Architects
1621 N. Lincoln Street
Wilmington, DE 19806

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™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.

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User Notes:

GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION A232-2019

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TABLE OF ARTICLES

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

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 or proposal 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 Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and 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 the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Section 4.2.1, 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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.3.7 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.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its 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 2.3.5, 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 submit 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, subject to section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction

Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the

Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12.

Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. 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. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated ~~delay; or~~ delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have

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an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat,

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utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the

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Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of

tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to

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requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become

requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

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within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION A232-2019

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Daniel P. Johnson, Esquire, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:12:46 ET on 02/05/2025 under Order No. 2114460910 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Daniel P. Johnson

(Signed)

PARTNER

(Title)

02-05-2025

(Dated)

Schedule B-1

Attach

OMB Approved Enhancement Modifications to AIA A232-2019

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**SCHEDULE B-1 TO
AIA A232-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER AS ADVISOR (THE “AIA A232-2019 GENERAL
CONDITIONS”)
CONTAINING THE ENHANCEMENT MODIFICATIONS APPROVED BY THE
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF
MANAGEMENT AND BUDGET,
DIVISION OF FACILITIES MANAGEMENT TO THE AIA A232-2019 GENERAL
CONDITIONS WHICH MODIFIES JUST THE
APPLICABLE SECTIONS OF THE AIA A232-2019
GENERAL CONDITIONS AS SET FORTH BELOW:**

®
AIA Document A232® - 2019

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, authorities (or if the Contractor reasonably should have known through the exercise of due diligence during the performance of the Work), the Contractor shall assume appropriate responsibility for such Work and shall bear the costs costs, damages, losses, expenses, fees, fines and penalties attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and in either case were not susceptible to discovery by the Contractor through the exercise of due diligence prior to the execution of the Contract, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially, were not susceptible to discovery by the Contractor through the exercise of due diligence prior to the execution of the Contract and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction

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Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the ~~Work; Work by Owner and not as a result of any acts, omissions or breaches on the part of the Contractor or a Subcontractor;~~ (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may ~~determine~~determine, in consultation with Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized ~~adjustments, adjustments as are expressly permitted by the terms of the Contract Documents and reflected in a fully executed Change Order,~~ is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.3 Applications for Payment

§ 9.3.1 At least ~~fifteen-thirty (30)~~ days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may *include* requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Construction Manager and Architect,~~ but not yet included in Change Orders.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's

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Application for Payment, review the Application, certify the amount the Construction Manager determines is due the ~~Contractor~~, Contractor (subject to any deduction for Supplemental Work Costs incurred by Owner as provided in Section 14.2.3), and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly ~~due~~, due (including any reduction for any Supplemental Work Costs that the Owner is entitled to be reimbursed for under Section 14.2.3), and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify

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the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work (including any Supplemental Work) cannot be completed for the unpaid balance of the Contract Sum;~~or~~
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
- .7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents.~~Documents;~~
- .8 See Supplementary General Conditions from Division of Facilities Management;
- .9 See Supplementary General Conditions from Division of Facilities Management;
- .10 See Supplementary General Conditions from Division of Facilities Management;
- .11 the Work has not been approved by the applicable governmental bodies or agencies, as required by statute, code or ordinance or other contract or agreement with such governmental bodies or agencies; or
- .12 the Owner has not received all requested or required lien releases from Contractor and its Subcontractors.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the

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Contract Documents so the Owner can occupy or utilize the Work for its intended use, including without limitation, a final and unconditional certificate of occupancy as required by the applicable governmental bodies as a condition to the use and occupancy of the Work for its intended use.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, /or which requires remediation as a result of the tortious acts or omissions or breach of the Contract Documents by Contractor or its Subcontractors or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Contractor shall be solely responsible for the cost and expense for all damages to installed Work and property resulting from correcting any rejected Work.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate all or any portion(s) of the Contract and/or take corrective actions to supplement, as needed, labor, materials and equipment with respect to any portions of the Work, as applicable, from time to time, if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials; material or equipment;
- .2 [see standard A232-2019 text];
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents. Documents;

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- .5` becomes bankrupt, insolvent, or unable or unwilling to pay its debts as they become due;
- .6 fails to perform the Work in accordance with the Contract Documents;
- or
- .7 fails to promptly correct defective or rejected Work.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor with respect to all or any portion(s) of the Contract and/or supplement as needed labor, materials and equipment for those portions of the Work that is not terminated, and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the applicable portions of the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; the Contractor with respect to the portion(s) of the Contract that are being terminated;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work that is being terminated by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- .4. Supplement the labor, materials and/or equipment for those portions of the Work that is not terminated by whatever reasonable method the Owner may deem expedient, in the event Contractor refuses or fails to supply enough properly skilled workers or proper material or equipment with respect to any portion of the Work (the "Supplement Work"). Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs and expenses incurred by the Owner in connection of any Supplemental Work (the "Supplemental Work Costs").

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In addition, notwithstanding anything contained in the Contract Documents to the contrary, any Supplemental Work Costs, at the sole discretion of Owner and upon notice to the Construction Manager, Architect and Contractor, may be deducted from the sums otherwise deemed to be due

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Contractor in an approved Application for Payment, from time to time until Owner is reimbursed for all such Supplemental Work Costs.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs and expenses of finishing the Work, including compensation for the Construction Manager's Manager's, Owner's and Architect's reasonable administrative services as well as attorney's services, fees, costs and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract. In the event of termination by the Owner for Cause and/or obtaining Supplemental Work and incurring Supplement Work Costs under this Article 14, Contractor shall reimburse Owner for all reasonable attorney's fees incurred by Owner in connection with enforcing any and all of the Owner's rights and remedies under the Contract Documents.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, and provided such claim is permitted by the express terms of the Contract Documents, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. **However, this mutual waiver is inapplicable to the extent such claims or damages are covered pursuant to insurance procured pursuant to the contract documents. The construction manager's liability for consequential damages shall be capped at an amount equal to construction manager's insurance coverage per this agreement.** Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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Schedule C

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Supplementary General Conditions from OMB to A232-2019

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GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION A232-2019

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SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A232-2019

The following supplements modify the "General Conditions of the Contract for Construction, Construction Manager as Advisor Edition." AIA Document A232-2019. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. As for the Project for which the Architect is hired, the Architect still remain liable for any claim relating to the design that arises from the Project.

However, such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project."

DIVISION OF

1.6 NOTICE

1.6.1 Insert the following sentence at the end of the paragraph:

"Electronic mail, also known as email, is an acceptable form of electronic transmission of notices under this Agreement."

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the second sentence in this paragraph and replace with the following: "The Contractor shall have no obligation to commence the Work until the Owner issues a Purchase Order for the Project."

2.2.2 Delete the last three sentences in this paragraph.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.4 Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site, or an alternative site as approved by the Owner, for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

STATE OF DELAWARE

DIVISION OF

3.4 LABOR AND MATERIALS

3.4.1.1 Add a new section 3.4.1.1:

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

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.3 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Substantial Completion of the project in accordance with Section 9.8.4 of this Agreement, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.4 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.5 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 3.5.6 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

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3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.15 CLEANING UP

3.15.2 Strike sentence in its entirety and replace with the following:

"If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall withhold the amount that reflects the cost of the cleanup from any moneys owed the Contractor. If the cost of cleanup exceeds the moneys owed to the Contractor, the Owner shall be entitled to reimbursement from the Contractor for the amount exceeding what is withheld.

3.17 In the second sentence of 3.17, insert "indemnify and" between "shall" and "hold".

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.11 and replace with the following:

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

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

Add the following to Paragraph 4.2.17:

There will be no full-time Project representative provided by the Owner or Architect on site for this Project.

Add to Paragraph 4.2.20 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

ARTICLE 5: SUBCONTRACTORS

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

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

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

- 6.1.1 Delete "and waiver of subrogation" from the last sentence.

- 6.1.3 Delete Paragraph 6.1.3 in its entirety and replace with the following:

"When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Constructor who executes each separate Owner-Contractor Agreement."

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

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- 8.3.1 Strike "binding dispute resolution" and insert "remedies at law or in equity".

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

Add the following Paragraph:

- 8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive its rights under the Contract.
- 8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

- 9.1 CONTRACT SUM
9.1.2 Strike Section 9.1.2 in its entirety.

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using AIA Document G732, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G732 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

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

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

- 9.6.1 After the Architect and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.
- 9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents, the" and replace with "The".

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

- 10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.
- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full-time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

situations. Material Safety Data Sheets shall be provided directly to the Owner or its designee, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner," at the beginning of the third sentence.

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

11.2 OWNER'S INSURANCE

Delete Paragraph 11.2 in its entirety and replace with the following:

11.2 The Owner will not provide Builder's All Risk Insurance for the Project. The Construction Manager will provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide coverage for materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause.

11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3 and its subparagraphs in their entirety. Substitute the following:
The Construction Manager and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, consultants and employees, each of the other; (2) the Architect and Architect's consultants; (3) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (4) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Article shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. For clarity, the Owner does not waive any of its subrogation rights.

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Paragraph 11.4 in its entirety.

11.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSS

Delete Paragraph 11.5 in its entirety. Substitute the following:

A loss insured under the property insurance required by the Agreement shall be adjusted by the Construction Manager and made payable to the Construction Manager. The Construction Manager shall pay the Architect and Contractor their just shares of insurance

proceeds received by the Construction Manager, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Prior to settlement of an insured loss, the Construction Manager shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Construction Manager shall settle the loss and the Contractor shall be bound by the settlement and allocation. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Construction Manager may proceed to settle the insured loss, and any dispute between the Construction Manager and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant remedies at law and in equity. For clarity, the Owner shall be listed as an Additional Insured to protect the Owner's property interest on the Project under the Builder's Risk Insurance.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In the first sentence, strike "within one year after the date of Substantial Completion of the Work or designated portion thereof" and replace with "within two years after the date of Substantial Completion of the Project in accordance with Section 9.8.4 of this Agreement or designated portion thereof".

12.2.2.1 In the third sentence of the paragraph, strike "one year period" and replace it with "two year period".

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1 Strike the second sentence in its entirety.

13.5 INTEREST

13.5 Strike 13.5 in its entirety and replace with the following:
"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

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Add the following Paragraph:

13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 TIME LIMITS ON CLAIMS.

15.1.2 Strike "in accordance with the requirements of the binding dispute resolution method selected in the Agreement and" from the first sentence.
Strike the second sentence in its entirety.

15.1.4 CONTINUING CONTRACT PERFORMANCE

15.1.4.2 Strike in its entirety.

15.1.7 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.7 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

15.2.1 Delete "and binding dispute resolution"

15.2.5 Delete in its entirety and replace with the following:

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the

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Agreement,”. Also strike “binding dispute resolution” and insert “remedies at law and in equity”.

15.3.3 Strike in its entirety.

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SECTION

SECTION 00 72 13

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION A232 - 2019

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A232 (2019 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A232-2019

The following supplements modify the “General Conditions of the Contract for Construction, Construction Manager as Advisor Edition.” AIA Document A232-2019. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. As for the Project for which the Architect is hired, the Architect still remain liable for any claim relating to the design that arises from the Project.

However, such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project.”

1.6 NOTICE

1.6.1 Insert the following sentence at the end of the paragraph:

“Electronic mail, also known as email, is an acceptable form of electronic transmission of notices under this Agreement.”

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the second sentence in this paragraph and replace with the following: “The Contractor shall have no obligation to commence the Work until the Owner issues a Purchase Order for the Project.”

2.2.2 Delete the last three sentences in this paragraph.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.4 Delete the third sentence in Paragraph 3.2.4.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

3.3.4 The Contractor must provide suitable storage facilities at the Site, or an alternative site as approved by the Owner, for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

3.4 LABOR AND MATERIALS

3.4.1.1 Add a new section 3.4.1.1:

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

Add the Following Paragraphs:

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

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There will be no full-time Project representative provided by the Owner or Architect on site for this Project.

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- 8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive its rights under the Contract.
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9.6 PROGRESS PAYMENTS

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

- 9.6.1 After the Architect and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.
- 9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents, the" and replace with "The".

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

- 10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.
- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full-time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

- 10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the workplace, and if employees

may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner or its designee, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner," at the beginning of the third sentence.

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

11.2 OWNER'S INSURANCE

Delete Paragraph 11.2 in its entirety and replace with the following:

11.2 The Owner will not provide Builder's All Risk Insurance for the Project. The Construction Manager will provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide coverage for materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause.

11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3 and its subparagraphs in their entirety. Substitute the following:
The Construction Manager and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, consultants and employees, each of the other; (2) the Architect and Architect's consultants; (3) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (4) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Article shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. For clarity, the Owner does not waive any of its subrogation rights.

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Paragraph 11.4 in its entirety.

11.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSS

Delete Paragraph 11.5 in its entirety. Substitute the following:

A loss insured under the property insurance required by the Agreement shall be adjusted by the Construction Manager and made payable to the Construction Manager. The Construction Manager shall pay the Architect and Contractor their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Prior to settlement of an insured loss, the Construction Manager shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Construction Manager shall settle the loss and the Contractor shall be bound by the settlement and allocation. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Construction Manager may proceed to settle the insured loss, and any dispute between the Construction Manager and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant remedies at law and in equity. For clarity, the Owner shall be listed as an Additional Insured to protect the Owner's property interest on the Project under the Builder's Risk Insurance.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In the first sentence, strike "within one year after the date of Substantial Completion of the Work or designated portion thereof" and replace with "within two years after the date of Substantial Completion of the Project in accordance with Section 9.8.4 of this Agreement or designated portion thereof".

12.2.2.1 In the third sentence of the paragraph, strike "one year period" and replace it with "two year period".

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1 Strike the second sentence in its entirety.

13.5 INTEREST

13.5 Strike 13.5 in its entirety and replace with the following:
"Payments are due 30 days after receipt of a valid Application for Payment. After that 30

day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

Add the following Paragraph:

13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 TIME LIMITS ON CLAIMS.

15.1.2 Strike "in accordance with the requirements of the binding dispute resolution method selected in the Agreement and" from the first sentence.
Strike the second sentence in its entirety.

15.1.4 CONTINUING CONTRACT PERFORMANCE

15.1.4.2 Strike in its entirety.

15.1.7 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.7 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

15.2.1 Delete "and binding dispute resolution"

15.2.5 Delete in its entirety and replace with the following:

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and insert “any or all remedies at law or in equity”.

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

15.3.3 Strike in its entirety.

15.4

ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SECTION

Section 007343 – Delaware Prevailing Wage Rates & Reporting Form

ATTACHMENTS:

1. Delaware Department of Labor Payroll Report Form
2. Delaware Department of Labor Prevailing Wage Rates for Building Construction
 - Included by Reference: The State of Delaware Prevailing Wage Rate Regulations. A copy is available from the Department of Labor by calling 302-761-8200 or online on the State of Delaware's website. Contractors are required to abide by all requirements issued by the State relating to prevailing wage regulations.
 - Contractors are required to submit payroll reports to the Department of Labor. Refer to the State Prevailing Wage regulations and the instructions to bidders section 00200 Article 4.5.

END OF SECTION 007343



STATE OF DELAWARE
DEPARTMENT OF LABOR
OFFICE OF CONSTRUCTION INDUSTRY ENFORCEMENT
252 CHAPMAN ROAD, STE 210
NEWARK, DELAWARE 19702

Via Electronic and Regular Mail

August 26, 2026

Mr. Dom Pavlik
The Whiting-Turner Contracting Company
131 Continental Drive
Suite 404
Newark, DE 19713

Re: ASD-SCMHS-BP2B Summit Campus Middle & High School, New Castle County, DE

Dear Mr. Pavlik:

I am responding to your request for a category determination for the ASD-SCMHS-BP2B Summit Campus Middle & High School, which is a state funded construction project located in New Castle County, DE. The work consists of Spray Foam AVB, Scaffold Systems, and General Labor for the new middle school and high school with shared kitchen, theater and media center and new field house and agricultural building. You estimate the total cost of construction for this project to be \$210,978,061.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2026, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Pursuant to 19 Del. Chapter 36, all contractors must obtain their Contractor Registration Certificate prior to performing construction services or maintenance work throughout Delaware. Contractors can submit an application by visiting the Delaware One Stop https://onestop.delaware.gov/Operate_Contractors.

Additionally, effective January 1, 2025, SSI for SB307 amends Delaware's Prevailing Law 29 Del.C.6960(b) now requires these applicable prevailing wage rates to be paid to all workers who perform custom fabrication work regardless of where the work is performed. For further information regarding custom fabrication see 29 Del.C.6902(8).

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C.6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3415.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffry Schott", with a stylized flourish at the end.

Jeffry Schott
Labor Law Enforcement Officer
Jeffry.schott@delaware.gov

Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2026

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	30.70	37.78	55.01
BOILERMAKERS	91.87	46.61	68.52
BRICKLAYERS	68.29	68.29	68.29
CARPENTERS	64.06	64.06	52.30
CEMENT FINISHERS	96.91	68.92	53.44
ELECTRICAL LINE WORKERS	61.02	52.34	39.90
ELECTRICIANS	86.87	86.87	86.87
ELEVATOR CONSTRUCTORS	121.73	86.57	109.37
GLAZIERS	88.42	88.42	76.04
INSULATORS	71.54	71.54	71.54
IRON WORKERS	79.33	79.33	79.33
LABORERS	59.65	59.65	59.65
MILLWRIGHTS	91.00	91.00	73.10
PAINTERS	61.53	61.53	61.53
PILEDRIVERS	93.37	52.83	42.72
PLASTERERS	40.06	40.06	29.69
PLUMBERS/PIPEFITTERS/STEAMFITTERS	82.05	85.29	78.26
POWER EQUIPMENT OPERATORS	85.29	85.29	85.29
ROOFERS-COMPOSITION	36.41	31.28	33.64
ROOFERS-SHINGLE/SLATE/TILE	24.68	29.36	23.08
SHEET METAL WORKERS	87.84	87.84	87.84
SOFT FLOOR LAYERS	63.69	63.69	50.43
SPRINKLER FITTERS	77.63	77.63	77.63
TERRAZZO/MARBLE/TILE FNRS	73.75	73.75	84.10
TERRAZZO/MARBLE/TILE STRS	81.93	81.93	93.27
TRUCK DRIVERS	58.41	36.83	28.66

CERTIFIED: 8/26/2026

BY: Sahina Crossland /for
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: ASD-SCMHS-BP2B Summit Campus Middle - New Castle County

PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

SECTION 00 81 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working

on “Large Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder’s guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
 - A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.
- 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS
 - 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All

penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).

- 7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.
- 7.3.3 In addition to the above:
- 7.3.3.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces.
- 7.3.3.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor’s work.
- 7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor’s work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor’s markup.
- 7.3.3.4 No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.
- 7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor’s control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, “Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule

established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project.”

- 8.4.2 “Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any previously unknown hazardous material such as PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval to the closeout documents to be submitted at the end of the project.
- 10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain "lead". The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
---------------	-------------	---------------------

- | | | | |
|--|-----------------|----------------------------|----------------------------------|
| | | \$3,000,000 | aggregate |
| | Property Damage | \$1,000,000
\$3,000,000 | for each occurrence
aggregate |
- 11.7.3 Automobile Liability Insurance
- Minimum coverage to be:
- | | | | |
|--|-----------------|-------------|---------------------|
| | Bodily Injury | \$1,000,000 | for each person |
| | | \$1,000,000 | for each occurrence |
| | Property Damage | \$500,000 | per accident |
- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

- 13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall

remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

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

EMPLOYEE DRUG TESTING REPORT OF POSITIVE RESULTS

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

SUMMIT CAMPUS MIDDLE & HIGH SCHOOL,
MIDDLETOWN, DE 19709
SCMHS-BP02B

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s):

Contractor Name:

Contractor Address:

**Contractor Program
Registration Number(s)**

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
County of _____) ss:

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____ 20____.

Notary Public
Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

SECTION 01 12 00-01A – GENERAL SCOPE OF WORK

All work is to be done in accordance with the Contract Documents, including the drawings and the specifications, this scope of work, and all addenda if any. Each trade must comply fully with all sections of the Division 1 general requirements.

This scope is intended as a reference to assist in the bidding process. The Contractor is responsible for all labor, material, tools, equipment, hoisting, storage, layout, incidental work, and associated services necessary to fully complete all of the work described and shown in the Contract Documents. This contractor is responsible to review and include all items in their attached specific scope of work and to also review the work of other trades.

This work includes but is not limited to:

1. All bidders are required to provide 10% bid bond for each bid package submitted.
2. All contractors are required to provide 100% payment and performance bonds for their contract.
3. All contractor employees will be required to sign-in each day on the jobsite.
4. Each contractor, upon award, is to forward budget costs for each individual item of work, in s.f. or l.f. costs for accounting only. A list will be forwarded to each sub from Whiting-Turner.
5. Each foreman is required to complete daily field reports and turn them into WT daily. This report states where and what work was performed. Failure to submit reports on a daily basis may delay contractor payment.
6. All deliveries must be scheduled in advance with Whiting-Turner. Major deliveries, those that may impact or disrupt the work of other trades, require seven (7) days notice to WT. Minor deliveries require two (2) days notice to WT. WT shall coordinate storage locations for all deliveries.
7. All contractors shall attend schedule pull planning sessions with WT.
8. This contractor will execute an AIA contract with no changes. See Specification sections 00 52 00, 00 54 13, 00 70 00, and 00 73 00
9. All contractor employees will meet with the WT Superintendent for a short safety orientation upon starting their work on site. All contractor employees are required to attend this orientation.
10. The foreman and project manager will need to meet with the superintendent for a “pre-start” job meeting.
11. This contractor is responsible for all existing site conditions in existence as of the bid due date. These conditions may not be identified on the drawings or in this scope of work. Examine prior to the bid.
12. All contractors are required to perform all layout required for their work.
13. No gasoline-powered equipment can be used at any time within buildings. All equipment you plan to use must be reviewed with the Superintendent for safety concerns.
14. SDS must be forwarded prior to starting work. No chemicals can be used at any time without properly reviewing them with WT first.
15. All contractors are required to perform any necessary dewatering in order to complete their work.
16. All subcontractors are responsible for daily cleanup of their debris to the jobsite dumpster. This means that no trash or excess construction materials can be left on site or in buildings at the end of the day. Failure to do so may result in backcharges.
17. The Construction Manager will supply a dumpster for the work, except as noted in the specific scopes of work. The contractor is responsible for placing debris in the dumpster.

18. Storage space will be limited. Materials and gang boxes cannot be in the way of other trades, traffic, fire lanes, access, etc. Review location and requirements with WT. Onsite storage trailer will not be allowed, provide off site storage and trucking as required.
19. Jobsite security and security of materials, equipment, tools, etc. is the responsibility of each contractor.
20. Contractors are required to coordinate with other trades and with Whiting-Turner.
21. Contractors are required to comply with all safety regulations as required by OSHA, State of Delaware, Appoquinimink School District, Whiting-Turner, and as noted in the specifications. Provide all safety devices necessary for your work.
22. All worker must have their company name and employee name on their hard hats.
23. All change order pricing must be accompanied by a labor and material breakdown and with subcontractor & vendor quotes.
24. Care must be taken to not mark or damage finished surfaces. Contractors will be backcharged or will need to pay for repairs to the work of others. Protect the owner's property.
25. Roof protection must be provided by any contractor working on top of the completed roof systems. Minimum protection required is 2" rigid insulation and 3/4" plywood.
26. All safety, barricades, floor opening protection, etc., installed by this contractor or by others is the responsibility of this contractor if moved or damaged by this contractor.
27. Provide all testing, guarantees, warranties, as-built drawings, O&M manuals, commissioning tests, close-out documentation, and start-up services necessary to put all work into first class operating condition per the contract documents including any final cleanup required.
28. As-built drawings must be maintained on the job-site and updated on a daily basis for review by Whiting-Turner. At contract completion, contractor must submit as-built drawings and O&M Manuals as required by specifications.
29. Where furnishing and installation of work is indicated by separate parties include:
 - Furnishing Party – delivery to jobsite including freight and taxes
 - Installing Party – receiving, unloading, inventory, storage, handling, and installation.
30. Core drilling, cutting & patching as required to perform work. Include restoration of surfaces to original condition if required. Cutting to be performed as to minimize patching.
31. Sealants, caulking, and firestopping integral with work.
32. Permit fees and licenses required for work, other than the building permit, shall be furnished by the contractor whose work requires such permits.
33. General temporary lighting, 120V power & water will be provided. Any contractor requiring temporary services above and beyond those noted shall provide the necessary temporary service required for their work. Refer to specific scopes of work for contractors that will be required to provide all temporary power and lighting for the duration of their work.
34. Each contractor shall provide scaffolding, hoists, lifts, cranes, and other means of access for own work.
35. Premium cost for shutdowns or any other off-hour work. All shutdowns must be scheduled at least two (2) weeks in advance.
36. Phasing and remobilization per the project schedule and as required to properly coordinate and complete the work.
37. Contractors are to perform their work according to the project schedule. Overtime and weekends are to be included as required. Field measurements and verification of existing conditions.
38. Temporary weather and dust protection for own work.

39. Perform any snow removal for access to your work, beyond road areas normally maintained by State.
40. Temporary sheeting, shoring & bracing as required to perform this work. Engineering calculations/PE certifications if specified.
41. Submittals and mock-ups as specified.
42. Warranties as specified commencing on date of substantial completion.
43. Insurance as required by specifications. Maintain throughout project. Professional liability insurance for any design/engineering work.
44. Include all applicable City wage, sales, use & excise taxes.
45. Surface preparation and inspection for proper installation of the work. Include clean-up, etching, flash patching, moisture testing, etc. as required per specification and manufacturer's instructions. Commencement of work shall constitute acceptance of the substrate as suitable for this work.
46. Sleeves, inserts, and anchors for this work.
47. Additional reinforcement/supports for this work which is not detailed on the architectural and structural drawings.
48. Comply with all Whiting-Turner and Owner Quality Control Program requirements for this work.
49. The contractor must have on site at all times during own work a supervisor or foreman responsible to coordinate the work with all other trades to meet the project schedule, to perform the work to meet the contract documents and to effectively communicate with the construction manager and other trades. The decision of that individual shall be binding upon the contractor. The onsite foreman or supervisor must have a tablet with internet capability and email that they check at minimum (2) times per day.
50. Attendance at foreman meetings by the supervisor or foreman is mandatory.
51. Attendance at progress meetings by your project manager is mandatory. Meetings may be tape recorded.
52. After bids are received, contractors will need to attend a scope review meeting with Whiting-Turner, the Owner, and the Architect.
53. The successful contractor must forward Whiting-Turner a copy of their safety program.
54. During this project, hot work permits will need to be obtained from Whiting-Turner prior to proceeding with any such work on a daily basis.
55. All contractors are responsible for their work as shown on any and all drawings.
56. Each contractor must have a line item on their invoice schedule of values that allows 3% of the total contract amount for close-out documents (as-builts, warranties, operations and maintenance manuals, punchlists, etc.) in addition to 5% retention.
57. Building or site commissioning is to be performed separately from owner training.
58. All subcontractor foremen and project manager are required to remain as such throughout the duration of the project unless otherwise approved by WT and Appoquinimink School District.
59. This project will be using Procore project management software, all trade contractor's project managers and superintendents/Foremen are required to use Procore for submittals, RFI's, document management, issue management, quality control and punchlist. A login will be provided at no cost. All foreman are required to have an Ipad or tablet for daily use of Procore.
60. All Subcontractors that supply and/or install equipment related to Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems, Distributed Control Systems (DCS), and other control system configurations such as Programmable Logic Controllers (PLC) shall designate a representative of their company to subscribe to the Industrial Control Systems Cyber Emergency Response Team (ICS-CERT) advisories from the Cybersecurity and Infrastructure

Security Agency (CISA). The designated representative shall monitor all advisories to determine if any of the identified cybersecurity vulnerabilities impact the equipment that is being supplied and/or installed under this Subcontract. In coordination with any requirements in the Drawings and Specifications set forth in Exhibit B, the Subcontractor shall ensure that the most recent software patches and cybersecurity updates produced by the equipment manufacturer are applied to the equipment within thirty (30) days of the date of Substantial Completion and prior to turnover of the equipment to the Owner. If the Drawings and Specifications require the Subcontractor to perform equipment maintenance for any duration during the warranty period, the Subcontractor shall continue this requirement throughout the duration of the maintenance period. The Subcontractor shall train the Owner's designated representatives on how to assume these responsibilities prior to the date of Substantial Completion, or prior to the conclusion of any required maintenance period, whichever is later.

61. The following documents will be required at project start-up and need to be submitted with-in two weeks of the notice to proceed:
 - A. Fully executed Contract.
 - B. Copy of State of DE Business License
 - C. Copy of Town of Middletown License
 - D. Insurance Certificate indicating coverage and limits, as specified in Contract Documents.
 - E. Permits or permit filing receipts as required by the contract documents, Town of Middletown, New Castle County, State of Delaware or any other regulatory agencies having jurisdiction.
(Building permit is by CM)
 - F. Payment Bond and Performance Bond
 - G. Emergency Telephone Numbers for project manager and foremen
 - H. SDS Information
 - I. Attendance of Onsite Safety Orientation
 - J. Copy of Written Safety program and policy
 - K. List of all applicable labor rates
 - L. Detailed Schedule for the work
 - M. Schedule of Values for invoicing
 - N. Subcontractor List
 - O. Supplier List
62. The following documents (other than submittals) will be required prior to billing for the close-out documents.
 - A. Signed-off copy of the punchlist.
 - B. Attic stock delivery confirmation (if required by the specifications)
 - C. As-built Drawings
 - D. Testing Reports and/or Equipment Start-up reports
 - E. Operation and Maintenance Manuals
 - F. Standard Guarantee/Warranty for this Trade Contractor and subcontractors (attached)
 - G. Specific Warranties from individual suppliers or manufacturers
 - H. Affidavit that all taxes have been paid
 - I. AIA Document G706 – Affidavit of Payment of Debts and Claims (Original available from AIA)
 - J. AIA Document G706A – Affidavit of Release of Liens (Original available from AIA)

- Complete and attach the ‘Trade Contractor’s Final Release and Affidavit’
- Complete and attach the ‘Final Waiver and Release for Second Tier subcontractors and suppliers’ (1 needed from each subcontractor / supplier utilized.)

K. AIA Document G707, Consent of Surety of Final Payment (Original available from AIA)

63. All subcontractors to reference General Scope of Work “Sketch 1 – Logistics Plan” for project specific details.
64. There will be a scaffold system platform in the auditorium for high reach access. Refer to General Scope of Work “Sketch 6 – Auditorium Scaffold Plan” for details.
65. Contractors shall be responsible for any and all permits associated with the use of cranes onsite. This includes permitting with the FAA. Contractor will be responsible for all associated costs and coordination required with crane use.
66. All subcontractors to reference General Scope of Work "Sketch 5 - Building Sequence" for sequence of work by area.
67. Sketches attached to General Scope of Work:
 - A. Sketch 1 – Logistics Plan (1 page)
 - B. Sketch 2 – Exterior Scaffold Plan (3 pages)
 - C. Sketch 3 – Roof Access Stair Plan (1 page)
 - D. Sketch 4 – Roof Protection Plan (1 page)
 - E. Sketch 5 – Building Sequence (1 page)
 - F. Sketch 6 – Auditorium Scaffold Plan (6 pages)

01 12 00-01A General Scope of Work Sketches:

- Sketch 1 – Logistics Plan (1 page)**
- Sketch 2 – Exterior Scaffold Plan (3 pages)**
- Sketch 3 – Roof Access Stair Plan (1 page)**
- Sketch 4 – Roof Protection Plan (1 page)**
- Sketch 5 – Building Sequence (1 page)**
- Sketch 6 – Auditorium Scaffold Plan (6 pages)**

Please contact julia.weeks@whiting-turner.com for General Scope of Work Sketches.

END OF SECTION 01 12 00-01A

EXHIBIT B - SPECIFIC SCOPE OF WORK

01R - DAILY CLEANUP LABOR

SPECIFIC SCOPE OF WORK

A. General Scope Requirements:

The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with

B. Specific Scope:

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following specific scope of work: (All work shall be furnished and installed unless noted otherwise herein.)

SPECIFICATION SECTIONS

ISSUED BY: ABHA | BSA+A, Dated 5/22/2026

This work primarily includes but is not limited to the following specification sections as well as related work specified or shown elsewhere in the contract documents. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 0	Procurement and Contracting Requirements	In Its Entirety
Division 1	General Requirements	In Its Entirety

ITEM #:	SPECIFIC SCOPE ITEMS:
01R-01	Contractor shall provide 20,000 hours, general labor, to complete assigned tasks per the scope of work outlined below.
01R-02	Contractor will be expected to provide from 1 to 6 workers, depending on workload. Crew count to be coordinated with Whiting-Turner Superintendent.
01R-03	This contract will be fulfilled on a "Time and Material" basis, invoiced monthly. The monthly payment application must include time sheets listing employee(s) and the hours worked, verified by the on-site Superintendent / Project Manager. The monthly invoice will be based on actual hours worked reimbursed at the labor rate indicated on the bid form.
01R-04	This contractor will provide a monthly tracking sheet showing total hours expended per month and the balance of hours remaining in the contract. This sheet is to be reconciled with the Whiting-Turner Project Manager on a monthly basis.
01R-05	Contractor is required to abide by all prevailing wage requirements and certified payroll reporting requirements. Prevailing wage rates sheet is included in the project specifications.
01R-06	Contractor responsibilities for general jobsite maintenance will include, but are not limited to, trash and debris collection and removal, emptying trash barrels from jobsite to dumpster, sweeping, relocation of materials, shoveling pedestrian walks, etc.
01R-07	All trash will be emptied at the end of each day to the dumpster areas and clean cans put back in place.
01R-08	It will be this contractors role to make sure dumpster enclosure areas stay clean throughout the work day and overall jobsite appearance complies with DNREC requirements in regard to trash removal.
01R-09	Tools (shovels, brooms, etc) used throughout the day will be provided by Whiting-Turner and will be stored in sea container with inventory log completed when used.
01R-10	Crew leader will be required to coordinate daily tasks with the Whiting-Turner Superintendent and will be responsible for the supervision and control of the workforce completing the scoped tasks.
01R-11	Jobsite hours are Monday - Friday 7am to 3:30pm. The construction manager may request additional hours Monday - Friday and / or Saturday work hours.
01R-12	Workers will be required to meet all PPE requirements as per the Whiting-Turner EH&S Manual. Minimum PPE required daily - hardhat, safety glasses, minimum 4" sleeve, pants (no shorts), work boots (no sneakers), high visibility shirt or vest and gloves.
01R-13	Contractor will complete an Activity Hazard Analysis (AHA) for each of the scoped work tasks. It will be the responsibility of the contractor to evaluate PPE required for each task and the contractor will be responsible for reviewing the PPE requirements and enforcement with their workers.
01R-14	All workers must attend the jobsite safety orientation prior to starting work on site.
01R-15	Crew must complete and turn in a signed copy of a toolbox talk weekly to the Whiting-Turner Superintendent.
01R-16	Crew leader will be responsible for completing and submitting a Daily Work Report to the Whiting-Turner Superintendent.

01R-17	Contractor shall abide by State of Delaware drug testing requirements pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data.
01R-18	Contractor shall abide by State of Delaware Vendor Background Check Requirements for certification of all employees working on District Property.
01R-19	All contractor employees will be required to attend the weekly safety stand down meeting on Thursdays at 11:30am.
BILLING RATES:	BILLING RATE DESCRIPTION:
1a	Laborer - Standard Time
1b	Laborer - Overtime
2a	Laborer - Foreman - Standard Time (if different from above, else N/A)
2b	Laborer - Foreman - Overtime (if different from above, else N/A)

EXHIBIT B - SPECIFIC SCOPE OF WORK

06B Scaffolding

SPECIFIC SCOPE OF WORK

A. General Scope Requirements:

The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.

B. Specific Scope:

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following specific scope of work: (All work shall be furnished and installed unless noted otherwise herein.)

SPECIFICATION SECTIONS

Prepared by:

ABHA / BSA+A dated March 25, 2026

This work primarily includes but is not limited to the following specification sections as well as related work specified or shown elsewhere in the contract documents. The exception to this is when the note "As Applicable" follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 0	Procurement and Contracting Requirements	In Its Entirety
Division 1	General Requirements	In Its Entirety

ITEM #:	SPECIFIC SCOPE ITEMS:
06B-01.0	Bid Item #1: Platform Scaffold in Auditorium - Sketch Attached
06B-01.1	This contractor to provide an engineered solution using scaffolding for lift access in the auditorium. Provide personnel/lift protection by installing handrails to close gap adjacent to finish walls/leading edges.
06B-01.2	Scaffold system to be installed on sloped and stepped auditorium slab to create a level surface at the elevation of the stage (FFE = 0'-0").
06B-01.3	Scaffold system shall be designed to account for attached basis of design of lift(s). Scaffold system is required to be engineered to hold weights and points loads of lifts. This contractor to assume 2 lifts max will be utilized concurrently within the scaffold area.
06B-01.4	Base Bid #1 shall include initial set-up and inspection, 12 months rental, 12 ea. Monthly inspections, dismantle and removal of scaffold from site.
06B-01.5	Unit Rate #1: Provide as a unit rate, monthly rental including inspection for month-to-month rental. Unit rate to be applied as a credit for months less than 12 included in the base bid and as an add for months exceeding 12 in the base bid.
06B-02.0	Bid Item #2 : Platform Scaffold on Elevated Seating in Auditorium - Sketch Attached
06B-02.1	This contractor to provide an engineered solution using scaffolding at the elevated seating in auditorium. This system should be engineered to hold rolling system scaffold. Provide personnel/rolling scaffold protection by installing handrails to close gap adjacent to finish walls/leading edges.
06B-02.2	Base Bid #2 shall include initial set-up and inspection, 12 months rental, 12 ea. Monthly inspections, dismantle and removal of scaffold from site.
06B-02.3	Unit Rate #2: Provide as a unit rate, monthly rental including inspection for month-to-month rental. Unit rate to be applied as a credit for months less than 12 included in the base bid and as an add for months exceeding 12 in the base bid.
06B-03.0	Bid Item #3: Scaffold Stair Systems with Trash Chutes - Sketch Attached
06B-03.1	This contractor to provide scaffold stairs/chutes at locations shown. Scaffold to extend to 2nd floor, 3rd floor, and roof. Exterior platforms to have chutes that will lead to dumpster (dumpster provided by others). Stair tread to be 4' wide.
06B-03.2	Base Bid #3 shall include initial set-up and inspection, 3 months rental, 3 ea. Monthly inspections, dismantle and removal of scaffold from site.
06B-03.3	Unit Rate #3: Provide as a unit rate, monthly rental including inspection for month-to-month rental. Unit rate to be applied as a credit for months less than 3 included in the base bid and as an add for months exceeding 3 in the base bid.
06B-04.0	Bid Item #4: Scaffold Platform with Loading Zones - Sketch Attached
06B-04.1	This contractor to provide scaffold platforms with loading zones at locations shown. Scaffold platform designed to load materials and lifts into building at windows. Platforms to be at 2nd and 3rd floor. Provide 12' interior ramp into building.
06B-04.2	Base Bid #4 shall include initial set-up and inspection, 3 months rental, 3 ea. Monthly inspections, dismantle and removal of scaffold from site.
06B-04.3	Unit Rate #4: Provide as a unit rate, monthly rental including inspection for month-to-month rental. Unit rate to be applied as a credit for months less than 3 included in the base bid and as an add for months exceeding 3 in the base bid.
	APPLICABLE TO ALL BID ITEMS:
06B-05	Scaffolding system design must be signed and sealed by an engineer certified in the State of Delaware.

06B-06	Subcontractor to provide shop drawings for EOR to review.
06B-07	Obtain and pay for any permits required by local jurisdiction or other governing authority to perform and complete this work.
06B-08	This contractor to conform to all WT, OSHA, industry, and project safety requirements.
06B-09	Owner and construction manager reserve the right to award individual bid items based on a-la-carte need.

**Please contact julia.weeks@whiting-turner.com for
06B - Scaffolding Sketches.**

SPECIFIC SCOPE OF WORK

07A AVB & Spray Foam Insulation

SPECIFIC SCOPE OF WORK

- A. **General Scope Requirements:**
The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. **Specific Scope:**
This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following specific scope of work: (All work shall be furnished and installed unless noted otherwise herein.)

SPECIFICATION SECTIONS

Prepared by:
ABHA / BSA+A dated March 25, 2026

This work primarily includes but is not limited to the following specification sections as well as related work specified or shown elsewhere in the contract documents. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

Section	Description	Responsibility
Division 0	Procurement and Contracting Requirements	In Its Entirety
Division 1	General Requirements	In Its Entirety
Division 04	Masonry	For Coordination
Division 07	Thermal and Moisture Protection	As Applicable
07 13 00	Sheet Waterproofing (Spec removed in ADDENDUM #4 - 4/9/2026)	In Its Entirety
07 14 00	Fluid Applied Waterproofing	In Its Entirety
07 21 00	Thermal Insulation	As Applicable
07 21 29.13	Spray Applied Glass Fiber Insulation (Added in ADDENDUM #4 - 4/9/2026)	In Its Entirety
07 25 00	Weather Barriers (Spec Removed in ADDENDUM #4 - 4/9/2026)	In Its Entirety
07 26 40	Spray Polyurethane Foam Insulating Air Barrier	In Its Entirety
07 62 00	Sheet Metal Flashing and Trim	As Applicable
07 62 62	Fluid Applied Membrane Air Barriers (Added in ADDENDUM #4 - 4/9/2026)	In Its Entirety
Division 08	Openings	For Coordination
Division 10	Specialties	For Coordination
Division 11	Equipment	For Coordination
Division 14	Conveying Equipment	For Coordination
Division 22	Plumbing	For Coordination
Division 23	HVAC	For Coordination
Division 26	Electrical	For Coordination
ITEM #:	SPECIFIC SCOPE ITEMS:	
07A-01	Include 100% Payment and Performance Bond in the base bid.	
07A-02	Provide a complete spray applied polyurethane foam insulating air barrier system.	
07A-03	Provide complete air barrier sheet system on the outside surface of gypsum sheathing of exterior walls where Spray Polyurethane Foam Insulation Air Barrier is not indicated.	
07A-05	Provide complete shop drawing for spray foam insulation system as required by the specifications. Include all air barrier locations and details in this shop drawing.	
07A-06	Contractor responsible for all ABAA testing and inspection. Contractor required to include construction manager, architect, and third party envelope consultant in all correspondence and scheduling with ABAA. Provide all ABAA in a timely manner.	
07A-07	Contractor to attend envelope coordination meetings with all envelope trades, construction manager, architect, and third party envelope consultant.	
07A-08	Provide complete spray foam and AVB systems at exterior mockup and for first work in place inspections.	
07A-09	This contractor shall protect adjacent work in place as necessary.	
07A-10	(ADDENDUM #3 - 4/2/2026) This contractor is responsible for providing a complete sheet waterproofing system.	
07A-11	(ADDENDUM #3 - 4/2/2026) This contractor to provide fluid applied waterproofing at exterior walls.	
07A-12	(ADDENDUM #4 - 4/9/2026) This contractor to provide spray foam insulation at the Fieldhouse where indicated.	
07A-13	(ADDENDUM #4 - 4/9/2026) This contractor to provide all spray applied glass fiber insulation as required.	

ALTERNATE:	ALTERNATE DESCRIPTION (SPEC SECTION: 01 23 00 - Alternates)
ALT #1	Delete High School Gym Track
ALT #2	Wrestling Room in Lieu of Auxiliary Gymnasium
ALT #3	Solid Plastic Toilet Partitions
ALT #4	Markerboards at Front of Classrooms
ALT #5	Basis of Design Brick Veneer
ALT #6	Cast Stone in Lieu of Calcium Silicate Masonry
ALT #7	Mechanical Piping Alternate Materials
ALT #8	Domestic Water Piping Alternate Materials
ALT #9	Fire Protection Piping Alternate Materials
ALT #10	Scenic Projectors
ALT #11	Greenhouse
WORK BY OTHERS:	

ALLOWANCE AUTHORIZATION

Project: Summit Campus Middle & High School

Architect: ABHA|BSA+A

Project No. SCMHS-BP02B

Contractor:

AAA No.:

Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was:	\$
Amount of Contract Allowance Access previously authorized:	\$
Adjusted Contract Allowance prior to this authorization is:	\$
The amount of available Allowance will Decrease by this Access Authorization:	\$
The remaining Contract Allowance, after this Access Authorization will be:	\$

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

**SECTION 01 23 00
ALTERNATES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 BASE BID

- A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.
 - 1. Acceptance of an Additive Alternate will incorporate the work described in the alternate and increase the Contract Sum accordingly.
- B. The Base Bid shall include all work in any Subtractive Alternates specified herein.
 - 1. Acceptance of a Subtractive Alternate will delete the work described in the alternate and decrease the Contract Sum accordingly.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other Sections and as shown on Drawings.
- B. Alternate No. 1 - Delete High School Gym Track:
 - 1. State in the Bid Form the amount to be deducted from the Base Bid amount for deleting the running track at the second level of the High School Gym.
 - 2. Description: Revisions generally include but are not limited to deletion of:
 - a. Floor framing, slab and decking
 - b. Track finish
 - c. Glass railing systems
 - d. Stairs L1 and L2
 - e. Elevator No. 4
 - f. Revisions to bleacher configuration
 - 3. Refer to Drawings for Base Bid and Alternate configurations.
- C. Alternate No. 2 - Wrestling Room in lieu of Auxiliary Gymnasium:
 - 1. State in the Bid Form the amount to be deducted from the Base Bid amount for providing High School Wrestling Room in lieu of Auxiliary Gym.
 - 2. Description: Revisions generally include but are not limited to:
 - a. Wrestling Room in lieu of Auxiliary Gymnasium
 - b. Revised gymnasium equipment
 - c. Revised mechanical and electrical systems.
 - d. Revised flooring and finishes.
 - 3. Refer to Drawings for Base Bid and Alternate configurations.
- D. Alternate No. 3 - Solid Plastic Toilet Partitions:
 - 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing solid plastic toilet partitions.in lieu of stainless steel toilet partitions.

Summit Campus Middle and High School		Appoquinimink School District
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2. Note that configurations, compartment and door sizes, and hardware are the same for Base Bid and Alternate..
3. See Section 10 21 13 for more information.
- E. Alternate No. 4 - Markerboards at Front of Classrooms.:
 1. State in the Bid Form the amount to be deducted from the Base Bid amount for providing standard markerboards in lieu of glass markerboards at front of classrooms.
 2. Description: Provide standard markerboards in lieu of glass markerboards at fronts of classrooms. Refer to drawings for locations, quantities, and sizes. .
 3. See sheets A-001, Floor Plans, and Interior Elevations for additional information.
 4. See Section 10 11 01 for more information.
- F. Alternate No. 5 - Basis of Design Brick Veneer:
 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing the Basis of Design manufacturer and products for brick units..
 2. Under the Base Bid, any listed approved manufacturer/product may be used..
 3. See Section 04 20 00 for more information.
- G. Alternate No. 6 - Cast Stone in Lieu of Calcium Silicate Masonry:
 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing cast stone in lieu of Calcium Silicate Masonry Units.
 2. Description: At all locations where Calcium Silicate Masonry Units Are shown, provide cast stone units matching dimensions and configuration.
 3. See Sections 04 72 00 and 04 73 13 for more information.
- H. Alternate No. 7 - Mechanical Piping Alternate Materials:
 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing steel or copper pipe materials for mechanical piping as indicated, in lieu of Basis of Design materials
 2. Description: In lieu of the basis of design PP-RCT Nupi product, the material used throughout for heating / cooling system piping shall be steel or copper pipe as indicated in specification.
 3. Under the Base Bid, all project heating / cooling system piping shall be NUPI Americas NIRON Clima PP-RCT, or approved equal. This shall include all fittings by the same mfr. .
 4. Hangars and supplemental supports for both Base Bid and Alternate products shall be as specified, and meet the requirements of the piping materials used.
 5. See Section 230205 for additional information regarding Base Bid materials.
 6. See Section 230210 for additional information regarding Alternate materials.
- I. Alternate No. 8 - Domestic Water Piping Alternate Materials:
 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing copper pipe materials for domestic water piping as indicated, in lieu of Basis of Design materials
 2. Description: In lieu of the basis of design PP-RCT Nupi product, the material used throughout for domestic water piping shall be copper pipe as indicated in specification.
 3. Under the Base Bid, all project domestic water piping shall be NUPI Americas NIRON Clima PP-RCT, or approved equal. This shall include all fittings by the same mfr. .
 4. See Section 220121 for additional information regarding Base Bid materials.
 5. See Section 220120 for additional information regarding Alternate materials.
- J. Alternate No. 9 - Fire Protection Piping Alternate Materials:
 1. State in the Bid Form the amount to be added to or deducted from the Base Bid amount for providing steel pipe materials for fire protection piping as indicated, in lieu of Basis of Design materials

01 23 00 - 2		Alternates
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2. Description: In lieu of the basis of design CPVC, all fire protection piping materials throughout the facility shall be scheduled steel pipe. .
 3. Under the Base Bid, fire protection piping shall be CPVC rated for fire protection use, up to the allowable 3” diameter. Traditional steel piping shall be used for all line above 3” diameter. Any project area with exposed fire protection piping including standpipes and any piping run within open structure without ceiling shall be traditional steel piping. This shall include mechanical spaces as well as occupied spaces. Refer to the specifications for additional details. .
 4. Hangers and supplemental supports for both Base Bid and Alternate products shall be as specified, and meet the requirements of the piping materials used.
 5. See Sections 210172 and 210170 for additional information regarding Base Bid materials.
 6. See Section 210170 for additional information regarding Alternate materials.
- K. Alternate No. 10 - Scenic Projectors:
1. State in the Bid Form the amount to be added to the Base Bid amount for providing Scenic Projectors at the Stage.
 2. Description: At Stage B127, provide scenic projectors, projection surface, and associated rigging, electrical, and audiovisual infrastructure. .
 3. Refer to drawings for more information. .
 4. See Section 274117 for additional information.
- L. Alternate No. 11 - Greenhouse:
1. State in the Bid Form the amount to be deducted from the Base Bid amount for deleting the Greenhouse structure as shown at the Agriculture Building.
 2. Description: Delete complete Greenhouse as shown, including, but not limited to, foundations/floor slab, structure, exterior cladding, equipment, finishes, and associated mechanical, electrical, and plumbing systems..
 3. Under the Base Bid, Greenhouse.
 4. Refer to drawings for more information..
 5. See Section 133413.13 for specifications information for the greenhouse.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Alternates		01 23 00 - 3
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SECTION 01 25 00 - SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
 - 2. Section 01 23 00 "Alternates" for products selected under an alternate.
 - 3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 REFERENCES

- A. Construction Specifications Institute (CSI)
 - 1. CSI Form 1.5C: Substitution Request During the Bidding/Negotiating Stage
 - 2. CSI Form 13.1A, Substitution Request After the Bidding/Negotiating Phase
- B. ICC Evaluation Service (ICC-ES).

1.4 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.5 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form:

- a. For submission during the Bidding Phase
 - 1) Use CSI Form 1.5C.
 - 2) Attach form to a Request for Information (RFI) dedicated to the substitution request.
- b. For submission after the Bidding Phase: Use CSI Form 13.1A.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. During the Bidding Phase

1. **Substitution requests both for cause and for convenience shall be accepted.**
2. Attach substitution request to a written Request for Information (RFI) dedicated solely to the substitution request.
3. Submit RFI at least ten (10) days before the due date for bids. This requirement may be changed at the prebid meeting.
4. Architect's response
 - a. Architect shall respond to the RFI through the issuance of an addendum to the contract documents.
 - b. If the submittal conditions specified below are not satisfied, Architect shall take no action on the request except to record noncompliance with those condition in its RFI response.

B. After the Bidding Phase

1. Substitution requests shall be accepted only for cause. **Substitution requests for convenience shall not be accepted.**
2. Submit substitution request immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
3. If the submittal conditions specified below are not satisfied, Architect will return requests without action except to record noncompliance with those conditions.

C. Substitutions for Cause

1. Submittal Conditions: Architect will consider request for substitution submitted by Bidder or Contractor when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions for Convenience

1. Submittal Conditions: Architect will consider request for substitution submitted by Bidder when the following conditions are satisfied..
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Contractor's construction schedule.
 - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - h. Requested substitution is compatible with other portions of the Work.

- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 25 01 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or comparable form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- C. Proposal Request Form: Use AIA Document G709 or approved comparable forms for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, CMa will issue a Change Order for signatures of Architect, Owner, CMa, and Contractor on AIA Document G731 or comparable form.
- B. Refer to contract change order form appended to this specification section.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 01

SECTION 01 26 50
CHANGE ORDER REQUEST SUBMISSION FORMAT

The following is a general listing of requirements relating to change order work. Refer to the Contract, General Conditions, Supplementary Conditions, General Scope, and Specification for full requirements.

1. Refer to the Supplementary General Conditions for the Allowable overhead and profit Mark-ups.
2. Any proposed change order / request for the project must be submitted in the format example shown in this specification section.
3. All labor and material costs must be separated with their applicable mark-ups detailed.
4. Whiting-Turner, the Owner, or the Architect may request additional breakdown information, back-up, etc., at their discretion at any time.
5. Each price submitted must include the following:
 - a. Detailed description of the issue.
 - b. Location in the building.
 - c. Reason why it's extra
 - d. Drawing, Specification or other documentation references.
 - e. RFI reference
 - f. Submittal reference
 - g. WT price request reference
6. For price requests or time and material work, obtain approval from the Whiting-Turner project manager in writing prior to proceeding with the extra work.
7. Notify Whiting-Turner in writing immediately (with 24 hours) upon discovering an extra work issue.
8. Any work authorized to proceed on a time and material basis must have the T+M tickets signed daily by Whiting-Turner.
9. Extra work prices or unsigned T+M tickets forwarded after the work is completed will not be accepted.
10. For emergency work that may impact the schedule, verbal cost budgets must be submitted immediately. The work may be authorized to proceed at the Whiting-Turner project manager's and/or owner's discretion.
11. Return extra work price requests in 5 days. Finalize T+M tickets in 5 days.
12. Any item of extra work that cannot be agreed upon at a fixed price will be performed on a time and material basis that is not to exceed an agreed upon budget.

Labor Bill Rates & Change Request Submission Formats**A. Labor Billing Rate Calculation – Example**

Base Rate	\$17.40
Fringe Benefits *@% of base rate	<u>8.53</u>
Subtotal Rate	\$25.93
Insurance& taxes ** @% of subtotal rate	<u>9.07</u>
Subtotal - Labor Rate	\$35.00
Overhead & Profit @ 15%***	<u>5.25</u>
Total – Hourly Billing Rate	\$40.25

NOTE:

- * The fringe benefit includes health, welfare or retirement benefits, vacation, holiday or sick leave pay.
- ** The insurance and taxes include employer payment for unemployment insurance, worker's compensation, FICA, Bonds, Gross Receipts, etc.
- *** Allowable mark-up will decrease on a scale based on the total amount of the proposed change. Refer to the supplementary general conditions for additional information. This note is typical for all of the examples above and below.

B. Change Directive Calculation**1. Trade Contractor**

Labor Billing Rate \$35/hr x 50 hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>262.50</u>
Subtotal Labor	\$2,012.50
Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>300.00</u>
Subtotal Material	\$2,300.00
Total Costs	\$4,312.50

2. Subcontractor / Trade Contractor

Sub- Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (sub overhead & profit) @15%***	<u>265.50</u>
Subtotal-Labor	\$2,012.50

Sub-Material or Equipment	\$2,000.00
Fee (sub overhead & profit) @15%***	<u>300.00</u>
Subtotal-Material	\$2,300.00

Total Costs-Subcontractor **\$4,312.50**

Fee payable to contractor	
Subcontractor Labor and Material	\$4,312.50
Contractor overhead & profit @ 5%	<u>215.62</u>

Total Costs **\$4,528.12**

3. Sub-Subcontractor / Subcontractor / Trade Contractor

Sub-subcon. Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>262.50</u>
Subtotal- Labor	\$2,012.50

Sub-subcon. Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>300.00</u>
Subtotal-Material	\$2,300.00

Total Costs – Sub-subcontractor **\$4,312.50**

Fee payable to Sub-Contractor	
Sub-subcontractor Labor and Material	\$4,312.50
Subcontractor overhead & profit @5%	<u>215.63</u>

Total Costs – Subcontractor **\$4,528.13**

Fee payable to Trade Contractor	
Subcontractor Labor and Material	\$4,528.13
Contractor overhead & profit @5%	<u>226.41</u>

Total Costs **\$4,754.54**

END OF SECTION

SECTION 01 29 00 – PAYMENT PROCEDURES

1. The following documents are included in section 006200:
 - A. AIA Document G732, Application and Certification for Payment, Construction Manager as Advisor Edition
 - B. AIA Document G703, Continuation Sheet
2. A **PENCIL** (Proof) copy of the proposed Application for Payment must be submitted by the 20th of the month to the WT Project Manager.
3. Upon approval of the Pencil copy by the WT Project Manager, **Email** Application for Payment to WT PM. Must be submitted by the 25th of the month.
4. Typical errors on invoice submissions are as follows. Please review this list prior to submitting your invoice. Invoices with errors will be returned. Typical errors:
 - A. AIA forms used must be the correct documents.
 - B. AIA forms must be original documents, not copies.
 - C. Invoice should reference the School District's Purchase Order number.
 - D. Math is incorrect.
 - E. Invoice is not notarized .
 - F. Schedule of Values needs to be approved in advance prior to submission of invoice. It should be broken down by phases, floors, areas, systems, materials, labor, allowances, alternates, etc.
 - G. Schedule of Values must list a line item for close-out documents: (As-Built, Warranties, Operations and Maintenance Manuals, Training Sessions, AIA close-out documents, etc.)
 - i. \$2,500 minimum, OR
 - ii. 3% of total contract amount, which ever is greater.
 - H. Retainage amount is incorrect. Should be 5%.
 - I. Amount billed does not match work in place on site (obtain WT's prior approval)
 - J. Invoice is addressed improperly, should be addressed to:
Appoquinimink School District
118 S. Sixth Street,
Odessa, DE 19730
(But delivered to Whiting-Turner)
 - K. Insurance certificate has expired. Current insurance must be on file.
 - L. Trade Contractor's Partial Release of Liens not attached.
 - M. Invoice is billing for stored materials, copies of shipping receipts, invoices, and an insurance certificate for the building which houses the materials must be attached.
 - N. Invoice is billing for extra work that has not yet appeared on an AIA G732 Change Order.
 - O. Second tier Contractors / Suppliers Partial Release not attached .
 - P. Daily field reports or Safety meeting minutes have not been forwarded to the WT superintendent.
 - Q. Copies of Certified payroll reports have not been submitted.
 - R. Punchlist is not complete (applicable at end of project).
 - S. Close out documents not received or incomplete (applicable at end of project).

END OF SECTION 01 29 00

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Requests for Interpretation (RFI) procedures.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 77 50-Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 PROJECT COORDINATOR

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Information.
 - 2. Shop drawings, product data, and samples.
 - 3. Test and inspection reports.
 - 4. Design data.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.

Administrative Requirements		01 30 00 - 1
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1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
2. Contractor and Architect are required to use this service.
3. It is Contractor's responsibility to submit documents in allowable format.
4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.02 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare using software provided by the Electronic Document Submittal Service.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be

- returned without a response, with an explanatory notation.
4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
- 3.03 SUBMITTAL SCHEDULE
- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule.
 2. Format schedule to allow tracking of status of submittals throughout duration of construction.
 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.
- 3.04 SUBMITTALS FOR REVIEW
- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

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

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Transmit using approved form.
 - 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.

- a. Upload submittals in electronic form to Electronic Document Submittal Service website.
 - 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 9. Provide space for Contractor and Architect review stamps.
 - 10. When revised for resubmission, identify all changes made since previous submission.
 - 11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 - 13. Submittals not requested will be recognized, and will be returned "Not Reviewed",
 - B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Do not submit (Material) Safety Data Sheets for materials or products.
 - C. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
 - D. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- 3.09 SUBMITTAL REVIEW
- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
 - B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
 - C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
 - E. Architect's and consultants' actions on items submitted for information:
 - 1. Items for which no action was taken:

- a. "Received" - to notify the Contractor that the submittal has been received for record only.
- 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
- B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.4 PROJECT MEETINGS

- A. General: Coordinate, schedule and conduct meetings and conferences at Project site with the Construction Manager.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Manager, Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Manager, Owner and Architect, within three days of the meeting.
- B. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager and Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related requests for interpretations (RFIs).
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.

- i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Conduct progress meetings at regular intervals.
- 1. Attendees: In addition to representatives of Construction Manager, Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Provide digital and hard copies of the construction schedule to the Construction Manager on a monthly basis unless indicated otherwise within the Construction Documents.
 - b. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - c. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.

- 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 31 10 – PROJECT COORDINATION

1.01 PROJECT COORDINATION

- A. Every Trade Contractor shall be responsible for the coordination of the progress of their work with the progress of all other Trade Contractor's work.
- B. In as much as Project completion within the time limit is dependent upon cooperation of those engaged therein, it is imperative that each Trade Contractor perform his work at such time and in such a manner as not to delay or otherwise interfere with work progress of other Trade Contractors. If any Trade Contractor's work depends upon proper execution or results of another Trade Contractor's work, the former shall inspect the work and report any defects therein to the Construction Manager.
- C. Trade Contractors shall afford each other every reasonable opportunity for installation of their work and shall work in conjunction with each other in order to facilitate proper and intelligent execution of work.
- D. Plans are generally diagrammatic, and each Trade Contractor shall coordinate his work with the work of others, so that interference between mechanical and electrical work and architectural and structural work does not occur. Each Trade Contractor shall furnish and install offsets, bends, turns, and the like in connection with his work to avoid interference with work of other Trade Contractors, to conceal work where required, and to secure necessary clearance and access for operation and maintenance. In case of interference or lack of clearance and access, the Construction Manager will be notified immediately, and shall, in turn, notify the Architect. The Architect will decide which work shall be relocated, regardless of which was installed first.
- E. Systems Coordination Drawings
 - 1. Systems Coordination Drawings are required from the Mechanical, Electrical, Fire Protection, and General Trade Contractors with the lead role assigned to the Mechanical Trade Contractor.
 - 2. The Mechanical Trade Contractor shall prepare 1/4" = 1 ft. scale Reproducible Systems Coordination Drawings for all areas with piping and ductwork. At critical areas of coordination (risers/shafts, mechanical, electrical and communications rooms), larger scale drawings may be required as determined by all Trade Contractors. Drawings to indicate spatial relationship of all HVAC piping and ductwork.
 - 3. The Mechanical Trade Contractor shall prepare and submit, to the Construction Manager, a regularly updated schedule indicating the development and review of these drawings with other Trade Contractors. The drawing development and review schedule must follow the project construction schedule.
 - 4. The Mechanical Trade Contractor shall provide the Reproducible Systems Coordination Drawings to other Trade Contractors for their input and review. The routing is as follows: HVAC, Fire Protection, Plumbing, Electrical, and General Works with the drawings being returned to the Mechanical (HVAC) Trade Contractor.

5. Each Trade Contractor will add the work of his Contract on the System Coordination Drawings to avoid interferences. All piping, equipment, light fixtures, sprinkler heads and in-ceiling equipment, such as rolling gates, must be shown on these drawings to include elevations and dimensions. Trade Contractors shall also consider future access for maintenance clearances required around equipment. If there are items on the systems coordination drawings which modify the design of the contract drawings, each Trade Contractor must highlight these areas by clouding, numbering, and referencing them to the affected contract drawings to allow proper review by each Trade Contractor and the Architect/Engineer.
6. Prior to forwarding the Systems Coordination Drawings to the next Trade Contractor, an approval stamp, initialed and dated, should be affixed by the reviewing Trade Contractor. This approval shall signify that the Trade Contractor will install his work accordingly.
7. During the Systems Coordination Drawing process, the Construction Manager will conduct regularly scheduled meetings. Each Trade Contractor is required to attend these meetings. The Construction Manager is responsible for recording and distributing meeting minutes to all Trade Contractor and the Architect/Engineer. The purpose of the meetings will be to review and discuss interferences and conflicts which required modifications to the Systems Coordination Drawings. All resolutions of interferences and conflicts which required modifications, shall be initialed by the appropriate Trade Contractors on the Systems Coordination Drawings. Conflicts that result after the coordination drawings are signed-off will be the responsibility of the Contractor who installed the work improperly. Coordination participants that fail to cooperate in the coordination Drawings effort, will be responsible for all costs incurred for adjustments to the work made necessary to accommodate installations. Coordination drawings shall be updated on a periodic basis and shall reflect all changes. At each meeting, the Trade Contractors will review and update the Systems Coordination Drawing Schedule.
8. Once reviewed and approved by each Trade Contractor, the Mechanical Trade Contractor will prepare the Final Reproducible Systems Coordination Drawings with the work of all trades included. Submit the Reproducible drawings along with five (5) prints to the Construction Manager who will forward to the Architect for his review.
9. The Mechanical Trade Contractor shall indicate any unresolved conflicts or interferences on the Systems Coordination Drawings. Those should be delineated by clouding, number and referencing to the affected contract drawings.
10. The Architect will review and return to the Construction Manager. The Construction Manager will distribute the number of drawings to the Trade Contractors for installation of their work.
11. The Systems Coordination Drawings DO NOT REPLACE ANY SHOP DRAWINGS FABRICATION AND LAYOUT DRAWINGS REQUIRED BY SPECIFICATION SECTIONS.

1.02 FIELD ENGINEERING**A. Inspection:**

1. Each Trade Contractor shall verify locations of survey control points prior to starting work. Promptly notify Construction Manager of any discrepancies discovered.
2. The Trade Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.

B. Survey Requirements: The Construction Manager shall secure a professional engineer or surveyor licensed in the State of Delaware to perform the following:

1. Verify grades, lines, levels, locations and dimensions as indicated. Report any errors or inconsistencies in the above, before commencing work.
2. Exercise care in laying out work to keep within lot and property lines. Be responsible for encroachments on rights or property of public or surrounding property owners.
3. Locate and layout building or facilities according to the drawings with respect to their location on property and elevation in relation to grade.
4. Provide and maintain well-built batter boards at corners (if applicable). Establish and safeguard benchmarks in at least two (2) widely separated places. As work progresses, establish benchmarks at each level. Give exact levels of various floors.
5. Maintain complete, accurate log of control and survey work as it progresses.

C. Construction Layout:

The Sitework Trade Contractor shall be responsible to perform the layout and elevations required to complete his work.

Each Trade Contractor shall layout the remainder of his own work and be responsible for all lines, levels, grades, elevations, and measurements.

1.03 TESTS**A. The Construction Manager has employed and will pay for the services of a testing agency to perform the following tests and inspection (field):**

Soil compaction
Concrete
Steel
Masonry

B. Tests, other than those required by the Specifications to be performed by Construction

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Manager required by any law, ordinance, rule, regulation or order of any public authority having jurisdiction, shall be made at such time and in such manner as the public authority may require. Each Trade Contractor responsible for that Specification Section shall be solely responsible for such tests.

- C. Special tests may be ordered by the Architect in accordance with the General Conditions. Where specifications require testing by an independent testing laboratory, the Construction Manager shall be responsible for selection of the testing laboratory. The Construction Manager shall be responsible for the scheduling of all tests. Test reports should be given to the Construction Manager with copies for the Owner and Architect/Engineer.
- D. All costs of testing required by the Contract Documents shall be borne by the Trade Contractor except costs of special tests which shall be paid for as stipulated in the General Conditions or Specifications.

1.04 TRADE CONTRACTOR'S OBLIGATIONS

- A. The Trade Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Trade Contractor agrees to indemnify, defend and save harmless the Owner, Architect, and Construction Manager from all suits and losses or injury to persons or property received or sustained from the Trade Contractor or his agents in the performance of the work under the progress of construction and make good all damage that may consequence the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.
- B. The work, in every respect, shall be under the care of the Trade Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or things, except where stipulated otherwise in the Specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the Owner, Architect, and Construction Manager from all claims, suits, damages, actions of law, in equity or otherwise (including the costs of defense thereof which shall be assumed by the Trade Contractor) or any kind whatsoever in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

1.05 ALLOCATION OF WORK

- A. Sleeves, Hangers, and Inserts:
 - 1. Each Trade Contractor shall furnish sleeves and inserts required to accommodate his work, together with instructions regarding their placement and location in the structure. Sleeves and inserts shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.
 - 2. Trade Contractors to furnish all embeds, sleeves, inserts, etc., that are to be cast in concrete or built in masonry to the appropriate Trade Contractor for installation.

3. Each Trade Contractor shall furnish and install all hangers required to accommodate his work.

B. Chases and Recesses:

Each Trade Contractor shall provide all blockouts in his work shown on the Contract Documents and having either or both dimensions greater than 10". Any openings with dimensions smaller than 10" or not shown and required by Trade Contractor shall be the responsibility of the Trade Contractor to make provisions for. Each Trade Contractor shall provide chases and recesses as shown on the Contract Documents required to accommodate the work or the other Trade Contractors. It is the responsibility of the Trade Contractors requiring openings, chases, etc., of a Trade Contractor, to furnish information regarding the size and location promptly in accordance with the established construction schedule, so that they may be built-in as construction progresses and avoid delays. Failure to provide the information promptly will result in the responsible Trade Contractor incurring any costs associated with the delay.

Trade Contractors shall cooperate fully with each other in the performance of above work, as cutting and patching of new work is neither contemplated nor will it be tolerated.

C. Sealing of Penetrations:

Each Trade Contractor shall be responsible to seal his own penetrations in walls, floors, and ceilings, using fire resistant, smoke resistant, or acoustical materials, as required, to achieve ratings as indicated.

D. Equipment Foundations:

The Concrete Contractor shall provide all foundations and housekeeping pads for equipment furnished under his contract and all interior/exterior foundations and housekeeping pads indicated on the Contract Documents (Architectural, Civil, Structural, Mechanical, Plumbing, and Electrical) for equipment provided by other Trade Contractors. All other foundations, equipment, and housekeeping pads not shown, but required, shall be by the Trade Contractor requiring the same.

Each Trade Contractor shall furnish anchor bolts and other accessories required to anchor his equipment in place, together with instructions regarding their placement and location in the foundation. Anchor bolts and other accessories shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

E. Roofing Penetrations:

All roofing work shall be performed by the Roofing Trade Contractor, including patching penetrations made by the Electrical, Plumbing, and HVAC Trade Contractors. Cutting of roof openings, structural reinforcement, roof curbs, and counterflashing, shall be provided and installed by each Trade Contractor whose work penetrates the roofing surface, including all additional blocking.

1.06 CORING, CUTTING AND PATCHING

- A. Responsibility: A Trade Contractor requiring the cutting of openings in new work, or in the existing work installed by others shall have such openings cut and patched by the trade which installed the original work, and such cutting and patching shall be at the expense of the Trade Contractor requiring the opening.
- B. Approval: Approval to do such cutting and patching shall be received from the Architect through the Construction Manager prior to proceeding with the work.
- C. Inspection:
1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 2. After uncovering, inspect conditions affecting performance of work.
- D. Preparation:
- Provide supports to assure structural integrity of surroundings, devices, and methods, to protect other portions of Project from damage.
- Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.
- E. Performance:
- Execute work by methods to avoid damage to other work and which provide proper surfaces to receive patching and finishing.
- Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.
- Restore work with new products in accordance with requirements to Contract Documents.
- Fit work tightly to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- At penetrations of fire-rated wall, ceiling or floor construction, completely seal voids with fire-resistant materials as required to achieve fire-rating indicated.
- Where fire protection materials are damaged or removed, reapply fire protection materials to achieve a rating equivalent to existing construction or as noted.
- Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- F. Access Doors and Panels

Access doors and panels, SHOWN ON ANY DRAWING, shall be furnished and installed by the Drywall Contractor.

Access doors and panels, NOT SHOWN ON DRAWINGS, but required by the Specifications to access concealed valves, dampers, traps, devices, etc., shall be furnished by the Trade Contractor requiring the same for installation by the Drywall Contractor.

G. Final Cleaning

Final cleaning shall be performed by Construction Manager. Daily cleaning will be by the Trade Contractor(s) and their subcontractor(s).

END OF SECTION 01 31 10

SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Construction Schedule.
 2. Submittals Schedule.
 3. Daily construction reports.
 4. Field condition reports.

1.2 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period and a copy of the digital file on CD.
- C. Daily Construction Reports: Submit two copies at weekly monthly intervals.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals to Construction Manager, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work unless otherwise indicated. Base schedule on the Preliminary Construction Schedule and

whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare and issue a daily construction report recording the following information concerning events at Project site to the Construction Manager:
 - 1. List of subcontractors at Project site.
 - 2. Equipment at Project site.
 - 3. Material deliveries.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Orders and requests of authorities having jurisdiction.
 - 9. Services connected and disconnected.
 - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit to Construction Manager a detailed report. Submit with a request for interpretation on CSI Form 13.2A or comparable form approved by Architect. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule to Construction Manager one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Construction Manager, Architect and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the

same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.
END OF SECTION 01 32 00

SECTION 01 32 10 – CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 Construction Schedule

1. The following Schedule is applicable to all bidders. The durations in the schedule are based on 5 day work weeks.
2. The Construction Schedule as approved by the Construction Manager and Owner will be an integral part of the Contract, and will establish interim work completion dates for the various activities.
3. The Construction Schedule may vary in accordance with construction conditions. Each Trade Contractor shall delay or expedite material and equipment deliveries, and modify the required labor forces to accommodate these varying conditions.
4. Work is to commence upon receipt of the Letter of Authorization to proceed.
5. Within fifteen (15) days after receipt of a “Letter of Authorization to proceed”, each trade Contractor shall submit a detailed preliminary Construction Schedule to the Construction Manager. The schedule will include breakdowns of total man days of field labor into major categories of work, time estimates of various categories of work, and the crew size for each category.
6. Each Trade Contractor shall organize his Construction Schedule per Phase, Building, Area, and/or Floor as required by the Construction Manager.
7. Each Trade Contractor shall be responsible for participating in pull-planning sessions with WT
8. The Construction Manager shall schedule a meeting with the Trade Contractor to receive the contents of each Trade Contractor’s preliminary Construction Schedule, coordinate the sequence of work, and make all revisions required. The Construction Manager shall have the final authority concerning the sequence of work and durations of each activity. Each Trade Contractor shall revise his schedule in accordance with that meeting and submit his schedule to the Construction Manager for approval. The Construction Manager will then develop the Project Construction Schedule. Each Trade Contractor shall schedule and perform his work in accordance with the Construction Manager’s Project Construction Schedule.
9. The Schedule shall be the basis for the dates to start and complete work for various portions of each contract, and to complete work (including changes) for the Project. It shall be the duty of the Trade Contractor to conform to the approved Schedule and to arrange his work in such a manner that it will be installed in accordance with the Schedule.
10. Each Trade Contractor shall submit two (2) copies of an updated Construction Schedule comparing the original schedule to actual work in progress and projected work along with the preliminary application for payment.
11. A representative of each Trade Contractor shall meet with the Construction Manager and furnish to him information necessary for such re-evaluating and updating and, if applicable, information with regard to changes in the work and the Trade Contractor’s proposed effort to overcome any delays incurred.
12. Should any work not be started or completed within five (5) days of the stated scheduled date, the Construction Manager shall have the right to order the Trade Contractor to expedite start and completion of the work by whatever means the Construction Manager deems appropriate and necessary, without additional compensation to the Trade Contractor.
13. Should any work fall to ten (10) or more days behind schedule, the Construction Manager shall have the right to perform the work or have the work performed by whatever method the Construction Manager deem appropriate.

14. Costs incurred by the Construction Manager in connection with “maintaining the Construction Schedule” under this section shall be reimbursed to the Construction Manager by the Trade Contractor.
15. It is expressly understood and agreed that failure by the Construction Manager to exercise the option to either order the Trade Contractor to expedite work, or to expedite the work by other means, shall not be considered precedent-setting for any other activities.
16. The following Construction Schedule is critical to the successful completion of the Project and is an integral portion of the Construction Documents. The Construction Schedule may vary in accordance with the construction conditions. The Trade Contractor shall delay or expedite his material and equipment deliveries and modify the required work forces to accommodate these varying conditions. The attached schedule is a milestone schedule with durations that portions of the project must be completed in. A more detailed construction schedule will be generated after all contracts have been awarded. By submitting a bid, each Trade Contractor is acknowledging that they can complete this work within the durations outlined in the milestone schedule.
17. The schedule is of the essence on this project and each contractor is responsible for completion of its work in coordination with the work of all other contractors within the required sequence and time frame so that the established schedule is met. Each contractor agrees to provide sufficient labor crew size, equipment and/or work overtime, weekends, or shiftwork as necessary to meet the activity durations on this schedule.
18. The attached schedule includes “estimated” start dates for the construction activities. In the interest of the overall project, W-T reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. It is understood that the contractor shall be obligated to complete its activities within the specified duration regardless of the actual start date.
19. All submittals and shop drawings must be submitted within a minimum of **two (2) weeks** of the notice to proceed with this subcontract, or the dates indicated on the schedule or scope of work, whichever occurs first. All expediting of materials and equipment to meet this schedule is the responsibility of the contractor. Contractor to pay for any quick ship charges if necessary.
20. All work, or applicable portions of the work, shall be sufficiently complete for Owner’s use and occupancy and all required approvals and permits for use and occupancy shall have been issued by the appropriate authorities by the established “Date of Substantial Completion” of the work, or applicable portion thereof.
21. All punchlist work and project closeout documentation shall be completed and approved by the Owner and Architect by the “Date of Final Completion”: which shall be no later than 21 days after the Date of Substantial Completion. Any uncompleted punchlist items after this date will be completed by Whiting-Turner and backcharged to the appropriate contractor or vendor. Final invoices will not be processed until final completion of the work and certification of same by the Owner and Architect.
22. If a contractor misses any portion of a workday due to weather, manpower, or scheduling conflicts, they must make-up this lost time on Saturday of the same week. If two or more days are lost in the same work week, the contractor shall work the immediate Saturday and the Saturday(s) of the following week(s) to make up those lost days.
23. Sundays are not regular work days. Approval must be obtained from Whiting-Turner prior to working. It is expected that contractors will work Saturdays, Sundays, and overtime when days are lost during the week.
24. Failure to properly man the project during normal week days may result in charges for CM supervision on weekends, at the discretion of the CM.
25. The contractor must schedule their work forces to work on all available work at a given time. Therefore, if an area of the building is ready for the contractor’s work to begin or continue,

the contractor must have manpower onsite working. Contractors will not have the “entire” work area at one time.

26. Each contractor must request information or clarifications in a timely manner, at least two weeks prior to needing the information, so that the time required to receive the clarification does not impact the work. No delays will be accepted related to this issue.
27. Each contractor is required to include in their bid the necessary overtime costs if they are needed to meet the schedule durations in this section.

2.1 Time of Completion

1. The Trade Contractor shall commence work upon receipt of a Letter of Authorization to proceed from either Appoquinimink School District or The Whiting-Turner Contracting Company.
2. All work shall be 100 percent (100%) complete and sequenced per the attached schedule unless agreed upon by the Construction Manager prior to the executing of the contract.
3. Work can be completed on Saturdays and Sundays and at extended hours during the week. The Owner shall not be responsible for additional costs for overtime.
4. Normal work hours shall be from 7:00 a.m. to 3:30 p.m., Monday to Friday, and 8:00 a.m. to 4:30 pm on Saturday, when applicable. Work may be completed beyond these hours, as approved by the Construction Manager.
5. Weather Delays: The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following “Adverse Day” allowances based on a seven day work week:
 - A. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3 days), September (4 days), October (3 days), November (2 days), and December (6 days). These “Adverse Days” are based on the following reference: State of Delaware Department of Transportation’s Standard: “763508 Project Control System.”
 - B. Delays requested due to weather must be related to the critical path activity as indicated on the Contractor’s Project Schedule.
 - C. Delays due to weather must be reported by the contractor on the day they occur in a written report.
 - D. Any day lost during the week must be made up the same week by overtime and /or weekend work. If the weather is bad on the make-up day, the lost day must be made up the following week.
 - E. The allowance days listed above carry over to the next month if they are not used. Therefore, if only 1 allowance day is used in November, there are (7) days in December. Therefore, there is a total of 60 allowance days in a year.

3.1 See attached Project Schedule

1. Appendix A – Overall Building Break Out
2. Appendix B – Slab-on-Grade Area Plan
3. Appendix C – Exterior Elevations Plan
4. Appendix D – Roofing Key Plan

END OF SECTION 01 32 10