

COLONIAL SCHOOL DISTRICT  
FACILITIES AND SPECIAL PROJECTS  
CONTRACT #4-23-01

**VOLUME 1 OF 3**

SPECIFICATIONS  
FOR

JOHN G. LEACH SCHOOL

AT

2460 BEAR CORBITT ROAD  
NEW CASTLE, DE 19720

PREPARED  
BY

STUDIOJAED ARCHITECTS & ENGINEERS  
2500 WRANGLE HILL ROAD  
BEAR, DE 19701  
STUDIOJAED PROJECT #22144

ISSUED FOR BID  
**BID PACK B: DECEMBER 11, 2025**

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A-507	CASEWORK SECTIONS – BASE BID	B	12/11/2025	
A-507.1	CASEWORK SECTIONS - ALTERNATE	B	12/11/2025	
A-508	CASEWORK SECTIONS	B	12/11/2025	
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A-511	INTERIOR PLAN DETAILS	B	12/11/2025	
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A-700	ROOM FINISH SCHEDULE	B	12/11/2025	
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A-810	SIGN TYPES	B	12/11/2025	
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FS401	FOODSERVICE EQUIPMENT SPECIAL CONDITIONS PLAN – KITCHEN	B	12/11/2025	
FS402	FOODSERVICE EQUIPMENT SPECIAL CONDITIONS PLAN – CULINARY ARTS	B	12/11/2025	
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P-501	PLUMBING DETAILS	B	12/11/2025	
P-800	DOMESTIC PLUMBING ISOMETRIC	B	12/11/2025	
P-801	SANITARY PLUMBING ISOMETRIC	B	12/11/2025	
P-802	NATURAL GAS PLUMBING ISOMETRIC	B	12/11/2025	
FP000	FIRE PROTECTION COVER SHEET	B	12/11/2025	

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M-201	MECHANICAL PIPING PLAN - AREA A	B	12/11/2025	
M-202	MECHANICAL PIPING PLAN - AREA B	B	12/11/2025	
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E-200	ELECTRICAL ROOF PLAN	B	12/11/2025	
E-300	LIGHTING CONTROL RISER DIAGRAMS	B	12/11/2025	
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T-000	TELECOM COVER SHEET	B	12/11/2025	
T-100	TELECOMMUNICATION SITE PLAN	B	12/11/2025	
T-101	TELECOMMUNICATIONS PLAN - AREA A&B	B	12/11/2025	
T-102	TELECOMMUNICATIONS PLAN - AREA C&D	B	12/11/2025	
T-500	TELECOMMUNICATION DETAILS	B	12/11/2025	
T-501	TELECOMMUNICATION DETAILS	B	12/11/2025	

END OF SECTION

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SECTION 001113 - ADVERTISEMENT FOR BIDReceipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of the John G. Leach School located in New Castle, Delaware. **Bids will be received at Gunning Bedford Middle School, 801 Cox Neck Road, New Castle, DE 19720 until 3:30 PM local time on Wednesday January 28, 2026** at which time they will be publicly opened and read aloud. *Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of two calendar day notice to the Bidders.

Contract: B-14 Re-Bid: CASEWORK AND MILLWORK

Contract: B-26 Re-Bid: ELECTRICAL

Bidding Documents

1. It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications, and addendums.
2. Bid documents, for review only, may be examined on the State of Delaware Online Bid Solicitation Directory, <http://bids.delaware.gov>; on or after December 30, 2025
3. Bid documents will be available on the EDiS FTP site. In order to obtain access to biddable documents on the EDiS FTP site, bidders must download and complete the Plans Request form from <http://bids.delaware.gov>, and submit to: [planrequests@delaware.gov](mailto:planrequests@delaware.gov) for approval. Once the plans request is approved and you want to receive the biddable plans submit your request for access to the FTP site via email to Crystal Watson, [cwatson@ediscompany.com](mailto:cwatson@ediscompany.com). Your request should include the following information: your company name, contact name, contracts you are bidding, email address, and phone number.

Bid Security

A bid security in the amount of 10% of the bid, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Colonial School District.

Pre-Bid Meeting

A pre-bid meeting will be held at the office of the Construction Manager, EDiS Company, at 110 South Poplar Street, Suite 400, Wilmington, Delaware 19801 on January 7, 2026, at 2 PM local time. Attendance is highly suggested but not mandatory.

Questions

Please contact EDiS Company, Jason Hartman at 302-593-5230 or [jhartman@ediscompany.com](mailto:jhartman@ediscompany.com) with questions.

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Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

#### Prevailing Wage Rates

Prevailing Wage Rates, as directed by Delaware Law, must be adhered to where applicable.

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

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

#### Drug Testing Requirements

Pursuant to the Office of Management and Budget (OMB) “4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects” required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The latest regulation can be downloaded from the following website: <http://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.pdf>

#### Craft Training for Public Works Procurement

In accordance with Delaware Code, Title 29, Chapter 69, Section 6962, requires: A public works contract must include a requirement that the contractor provide craft training for journeyman and apprentice levels if all of the following apply:

- A. The project requires prevailing wages and,
- B. The contractor or subcontractor employs 10 or more people and,
- C. It is not a federal highway project, except for the Route 301 project.

The craft training may be provided by any of the following:

- A. The contractor, or
- B. The subcontractor, or
- C. A program registered pursuant under Section 1101-4.0 of Title 19 of the Delaware Administrative Code.

Subsection 6902 defines “Craft Training” as “an apprenticeship program approved by and registered with any state apprenticeship agency or the United States Department of Labor. The Secretary of the Department of Labor shall maintain a list of crafts for which there are approved and registered training programs.”

#### DELAWARE'S CONTRACTOR REGISTRATION ACT IS EFFECTIVE JULY 1, 2021

<https://labor.delaware.gov/divisions/industrial-affairs/labor-law/contractor-registration-act/>

END OF SECTION

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**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

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**ARTICLE 1: GENERAL**

## 1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 AGENCY: 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.

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- 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.

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**ARTICLE 2: BIDDER'S REPRESENTATION****2.1 PRE-BID MEETING**

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

2.2 By submitting a Bid, the Bidder represents that:

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

2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's 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.

2.2.4 Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.

**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

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

**ARTICLE 3: BIDDING DOCUMENTS****3.1 COPIES OF BID DOCUMENTS**

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

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

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

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

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

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

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

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

**3.3 SUBSTITUTIONS**

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any

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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.
- 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.

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- 4.1.5 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.
- 4.1.6 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.7 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.
- 4.1.8 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.9 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.
- 4.1.10 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). The bid bond may be an electronic bond and need not be transmitted as a paper document.
- 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

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- 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.

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## 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

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- 4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid.
- 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, paper 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.
- 4.8.6 Compliance with Federal Bureau of Investigation rules mandates training for Contractors, Subcontractors, their employees, and custodial workers with access to locations that have access to Criminal Justice Information Services (CJIS). The contract awardee must have fingerprinting and background checks done for all Subcontractors and employees.
- 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 days of the Bid opening.
- 5.2 COMPARISON OF BIDS

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- 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).
- 5.2.6 Bidder must account for the possibility of price increases due to the direct and indirect effect of tariffs or other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.
- 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.
  - G. Any Bidder who is debarred in another State and/or by the United States Government is also debarred in Delaware.

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- 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

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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

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- 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.
- 7.2.3 The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

**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**

SECTION 003132 – GEOTECHNICAL DATA

1. GENERAL

A. Owner's Disclaimer

1. Site Information: Data on subsurface conditions are made available in the Bidding Documents as a convenience to Bidders and the Contractor. They are not intended as representations or warrants of continuity of such conditions between soil borings. It shall be expressly understood that the Owner will not be responsible for interpretations or conclusions drawn there from by the Contractor. Additional test borings and other exploratory operations may be made by the Contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect and Construction Manager.

B. SOIL BORING DATA

1. Boring logs and location plans are included in this section of the project manual. All Contractors are strongly urged to review this information.

END OF SECTION



February 6, 2025

Brian Morgan, PLA, LEED AP  
Site Studios, Inc.  
PO Box 682  
North East, MD 21901

RE: Project No. CG.4054.GA  
Geotechnical Evaluation  
**Proposed John G. Leach School**  
2460 Bear Corbitt Road  
Delaware City, Delaware

Dear Mr. Morgan:

CGC Geoservices, LLC (CGCG) has completed our geotechnical investigation for the proposed John G. Leach School to be constructed at 2460 Bear Corbitt Road in Delaware City, Delaware. The purpose of these services was to evaluate the subsurface conditions in the vicinity of the proposed school building and to provide recommendations regarding the design and construction of the foundations and building slab. This work has been performed in accordance with the agreement between Site Studios, Inc. and CGCG dated October 18, 2024, authorized to proceed on November 4, 2024. CGCG provided a report dated February 5, 2025 summarizing the field testing and recommendations for the proposed stormwater management features at the site.

To assist with the preparation of this report, CGCG was provided with the following:

- A boring location plan indicating locations and depths of borings and infiltration tests for proposed stormwater features; and
- A preliminary geotechnical evaluation for the site, prepared by Duffield Associates, dated July 24, 2020.

Based on this information, we understand that it is proposed to construct a new educational facility at the site. The proposed 64,500 sf school building will be centrally located on the site, with parking areas and subsurface stormwater detention to the north side of the building. A surface stormwater management basin is proposed to the south of the school.

A finished floor elevation of 57.5 feet is proposed for the structure. Based on the grading plan provided, net cuts and fills of up to 6 feet will be required for the building pad. No structural loading information was provided. We have assumed that the structure will be a single story building.

The project site is bounded by Bear Corbitt Road (SR7) to the east and SR1 to the west, and is approximately ¼ mile north of Wrangle Hill Road (SR72). At the time of this evaluation, the site was a gently sloping, former agriculture field surrounded by a treeline. The existing site grades are shown on the enclosed boring location sketch. The site generally slopes downwards to the south and east.

### **FIELD AND LABORTORY TESTING PROGRAM**

Prior to the start of field work, a Miss Utility ticket was placed to obtain markout of public utilities. Active underground utilities were identified along the site perimeter by Miss Utility. No utility corridors were identified by Miss Utility within the proposed building footprint.

Geotechnical fieldwork was performed on November 12, 2024. A total of 4 test borings, designated B-1 to B-4, were performed within the footprint of the proposed building. The borings were extended to a depth of up to 36 feet below grade. A test boring location plan is enclosed with this report. Boring locations were estimated by CGCG using GPS coordinates. No survey was performed.

The Standard Penetration Test (SPT) borings were performed by CGCG utilizing a track mounted CME 55 drill rig with hollow stem augers. The performance of the borings was reviewed by a representative of CGCG. Test boring logs describing the conditions encountered are enclosed with this report.

Upon completion of testing, the borings were backfilled with the drill cuttings mixed with bentonite grout. No additional compactive effort or site restoration was performed. Additional settlement and softening of the soil replaced in the test boring may occur, resulting in a depression or hole in the ground surface. Consequently, future maintenance and restoration of the site may be required.

Soil samples were returned to the office for further review and testing of selected samples. Index testing was performed on selected samples to assist in classification and estimating of engineering properties of the soil. These test results are included on the enclosed boring logs. No environmental sampling or testing was performed.



**SUBSURFACE CONDITIONS**

**A. REGIONAL GEOLOGY**

Regional mapping by the Delaware Geological Survey identifies the project area within the Coastal Plain Physiographic Province. The Delaware Geological Survey mapping indicates that the project site is underlain by the Columbia Formation, which consists of cross-bedded feldspathic quartz sand and gravel, with beds of clayey silt and clay. The Coastal Plain sediments in the project area are mapped to be on the order of 850 to 1000 feet in depth.

**B. SITE SUBSURFACE STRATIGRAPHY**

Beneath the surface cover of grass, vegetation and former crop cover, the site conditions generally consisted of a thin surficial layer of stiff consistency silt soils with some organics overlying predominately granular soils to the extent of the borings. The sand stratum contained lenses and layers of medium to stiff consistency clay at various depths in some borings. These soils generally appeared natural and undisturbed.

Groundwater was observed in two of the test borings at depths of 21.6 to 23.5 feet below grade, corresponding to approximately elevation 31 to 34, site datum. Groundwater was not observed in the other two test borings, which terminated at elevation 34 to 36. The borings were not kept open for a period of time for the groundwater level to stabilize.

For discussion purposes, the subsurface conditions encountered can be further described as follows.

STRATUM	APPROXIMATE THICKNESS (FT)	GENERALIZED DESCRIPTION
A	2	Dark brown/ brown SILT, little to and fine sand, trace organics (stiff consistency ) USCS: ML
B	---- [1]	Brown/ red, fine to coarse SAND, little to some gravel, trace to some, silt, trace to little clay (loose to medium density) USCS: SM, SC
C	0.5 – 4 [2]	Orange/ brown CLAY, little to and fine sand, little silt, trace organics (very soft to stiff consistency) USCS: CL
NOTES:	1. Stratum B not fully penetrated 2. Stratum C not encountered in boring B-2. Stratum C interlayered with Stratum B.	

## CONCLUSIONS AND RECOMMENDATIONS

### A. DESIGN

1. **Foundation Bearing and Settlement.** Based on the subsurface conditions encountered in the test borings, as well as review of the other test boring information provided in the preliminary geotechnical report for the site, the site soils should be suitable for supporting a typical spread foundation and slab on grade. It is recommended that the foundations be founded on the natural site soils, prepared as discussed herein, or on controlled structural fill placed over the natural site soils.

A shallow foundation bearing on these soils, prepared as discussed herein, should be designed for a **maximum net allowable bearing pressure of 3,000 psf.**

The base of all spread footings should be placed at least 32 inches below final exterior grades to reduce the risk of frost heave. Subgrade should be reviewed and prepared as recommended herein. If a winter construction schedule is proposed for the foundations, provisions for the protection of shallow foundations from frost heave during construction should be included in the contract documents. Subgrade should be reviewed and prepared as recommended herein.

A spread footing founded on soils as described herein should experience a total settlement of 1 inch or less, with most settlement occurring quickly after dead load application (i.e., during construction). For areas of the building where bulk fill is required, some fill-induced settlement will occur due to the load of the fill material. However, based on the soil profile at the site, this settlement should occur quickly, during construction.

2. **Soil Parameters.** The following soil parameters are recommended for lateral earth loading and analysis:

	Stratum A Sandy Silt (stiff)	Stratum B Sand (loose to medium)	Imported Granular Structural Fill
Moist Unit Weight (pcf)	125	125	130
Cohesion (psf)	0	0	0
Angle of Internal Friction	26	32	34
At Rest Earth Coefficient, $K_0$	0.56	0.47	0.44
Active Earth Pressure Coefficient, $K_A$	0.39	0.31	0.28
Passive Earth Pressure Coefficient, $K_P$	2.56	3.26	3.54
Coefficient of Sliding Friction	0.32	0.39	0.42

3. **Bulk Excavation Safety.** Excavation may be required on site for utility construction. Such excavations will require benching, sloping or bracing to remain stable during construction. Based on the site soils, a Type C soil profile should be considered for excavations, with excavations sloped at a maximum of 1.5:1 (horizontal to vertical). All excavation bracing, if required, should be designed by a qualified Professional Engineer registered in the State of Delaware

Excavated materials should not be stockpiled along the top of braced or sloped excavations. Sloped or braced excavations should be routinely reviewed during construction to assure that surface water runoff or groundwater seepage into the excavation is not weakening the sidewall area.

4. **Seismic Design Parameters.** Based on subsurface conditions encountered during the field exploration at the site and review of regional geologic maps, Site Class "D" is recommended for the analysis of seismic conditions, as defined by Table 1613.2.5(1) and 1613.2.5(2) of the 2018 International Building Code.

## B. CONSTRUCTION

1. **Proofrolling and Subgrade Preparation.** At the start of construction, all surficial vegetation and organics should be removed in their entirety in the proposed building footprint. Due to the previous use of the site for agricultural purposes, the thickness of organics may vary.

Following rough grading and prior to footing excavation or placement of fill, it is recommended that the exposed subgrade be proofrolled with a minimum 10-ton vibratory roller or fully loaded tandem-wheel dump truck in the presence of a qualified soils technician working under the supervision of a geotechnical engineer.

The purpose of the proofrolling is to densify the existing subgrade and to identify localized soft surficial conditions in the exposed subgrade. Yielding subgrade conditions encountered with the proposed building area which cannot be densified in place should be undercut to firm subgrade conditions and be backfilled in accordance with the recommendations of this report.

2. **Foundation Subgrade Review.** All shallow foundations should be placed on firm, dry, non-frozen subgrade. Shallow foundations should be constructed on natural site soils beneath the surficial layer of organics, if encountered, or on compacted structural fill placed on the natural site soils. Foundation excavations should be reviewed by a qualified technician working under the supervision of a geotechnical engineer who is familiar with the recommendations of this report.
3. **Protection of Subgrade Soils.** If shallow foundation excavations are left open, precipitation may result in the collection of water within the excavation. Provisions for removal of water by drainage or sumping are recommended. Subgrade soils disturbed by precipitation should be either scarified and re-compacted, or undercut and replaced with structural fill as previously discussed. It is recommended that foundation subgrade areas be overexcavated by up to 4 inches and covered with clean stone, such as AASHTO 57 stone, to provide protection and to allow for sumping of water that may enter the excavation.
4. **Compaction Requirements.** Structural fill utilized within the proposed structural areas should be placed in loose lifts with a maximum thickness of 8 inches. Each lift placed within the proposed structure areas (defined as the area extending 1 horizontal to 1 vertical beyond the perimeter) should be compacted to at least 95% of the maximum dry density as determined by the Modified Proctor (ASTM D 1557) test. Structural fill for pavement areas and utility trenches located outside of the proposed structural area, should be compacted to at least 90% of the maximum dry density. The placement and

compaction of structural fill should be monitored on a full-time basis by a qualified technician under the supervision of a geotechnical engineer.

5. **Re-Use of On-Site Soils as Structural Fill.** The shallow site soils will consist primarily of sandy silt or silty sand/ sand soils of Stratum A and B. Soils containing organics or debris are not considered suitable for reuse as structural fill and should be disposed of off site. Soils containing organics could be utilized as fill in landscape/ non-structural areas of the site. Sandy silt or silty sand soils that are free of organics or debris may be suitable for use as fill if they are maintained at a moisture content that will allow for the specified degree of compaction.
6. **Imported Structural Fill.** Imported structural fill, if needed, should consist of predominately granular soils conforming to the following requirements:

<u>Sieve Size</u>	<u>% Passing</u>
1 ½"	100
No. 4	50 – 100
No. 10	25 –75
No. 200	≤ 25

AASHTO SP-57 stone or graded aggregate can also be utilized as structural fill, and should be considered where localized, relatively deep fills are required. AASHTO SP-57 stone should also be utilized as fill where drainage is required.

7. **Groundwater Control.** Groundwater was encountered during the performance of the test borings at depths of 22 to 23 feet below grade. Actual static groundwater levels at the site are likely to be affected by seasonal and annual variations in precipitation.

It is assumed that bulk excavations for foundation construction will not encounter groundwater conditions. If “perched” groundwater conditions are encountered during construction, water should be removed prior to foundation construction. Additionally, localized sumping may be required if perched groundwater conditions are observed. Foundation area may need to be overexcavated by a minimum of 4 inches and backfilled with AASHTO SP 57 stone to facilitate sumping and protect the exposed subgrade during construction.

8. **Subsurface Data.** All contractors interested in bidding on phases of this work which involve subsurface conditions should be given full access to this report, so that they can develop their own interpretations of the available data.

These recommendations have been prepared according to generally accepted soil and foundation engineering standards and are based on the conditions encountered at the sampled locations. It is noted that, although soil quality has been inferred from the interpolation of the data, subsurface conditions between the sampled locations are, in fact, unknown. As a result, these recommendations may require modifications based on the conditions encountered and exposed during construction excavation. Should any conditions encountered during construction differ from those described in this report, this office should be notified immediately in order to review and possibly modify these recommendations. The cost for this construction review is not part of our existing agreement. This report applies solely to the size, type, and location of the structures described herein. In the event that changes are proposed, this report will not be considered valid unless the changes have been reviewed and the recommendations of this report modified and reapproved in writing by CGC Geoservices, LLC.

We have appreciated the opportunity to assist you on this project. If there are any questions regarding the enclosed, please do not hesitate to contact us.

Very truly yours,

CGC GEOSERVICES, LLC

A handwritten signature in black ink that reads "Stacy B. Ziegler". The signature is written in a cursive, flowing style.

Stacy B. Ziegler, P.E., LEED AP BD+C  
Senior Geotechnical Engineer  
Delaware Professional Engineer License No. 11688

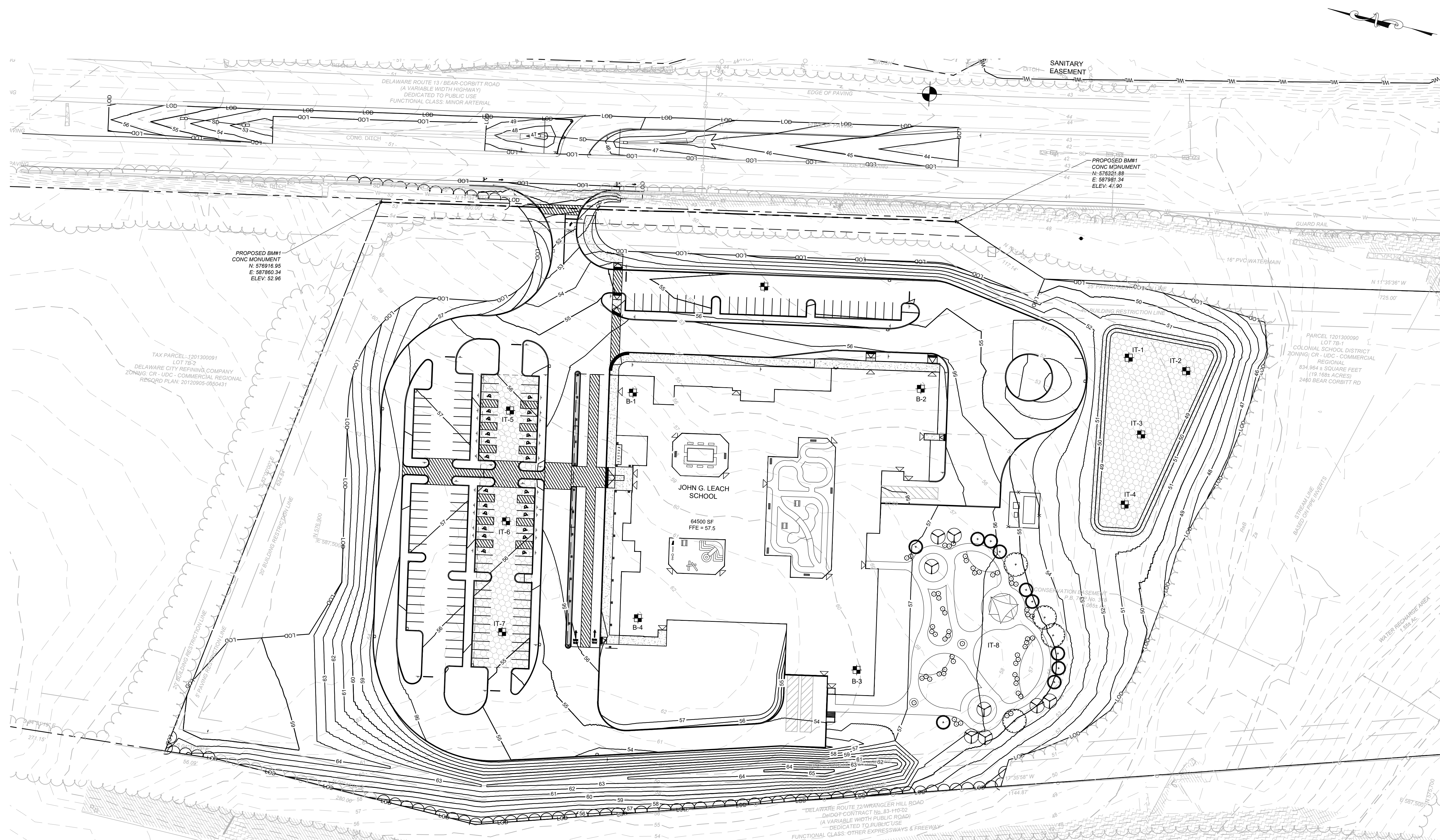


WORD\CG4054GA.0125.Leach School Building Geotech.RPT

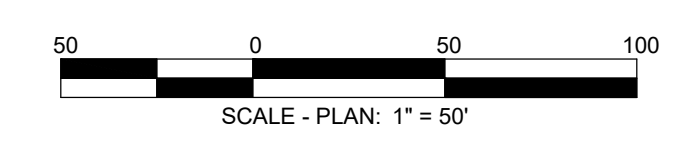
Enclosures: Test Boring Location Plan  
Test Boring Logs (4)  
General Notes

# Test Boring Location Plan

THE RECEIVER OF THESE PLANS HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE RECEIVER WILL COMPARE THE DATA WITH AVAILABLE RECORDS, AND WHERE NECESSARY, OBTAIN ADDITIONAL INFORMATION FROM THE RECORDS. THE RECEIVER WILL COMPARE THE DATA WITH AVAILABLE RECORDS, AND WHERE NECESSARY, OBTAIN ADDITIONAL INFORMATION FROM THE RECORDS. THE RECEIVER WILL COMPARE THE DATA WITH AVAILABLE RECORDS, AND WHERE NECESSARY, OBTAIN ADDITIONAL INFORMATION FROM THE RECORDS.



NAME	TYPE	DEPTH	EX GROUND ELEV.	BORING SCHEDULE		NORTHING	EASTING	LATITUDE	LONGITUDE
				PROP. GROUND ELEV.	TEST ELEV.				
IT-1	STANDARD AND INFILTRATION-SWM	STD-8FT INF-3.5FT	50.65	49.00	47.00	576,112.6932	587,884.2401	N 39.581569	W 75.658920
IT-2	STANDARD AND INFILTRATION-SWM	STD-8FT INF-2.5FT	49.33	49.00	47.00	576,050.5549	587,884.5739	N 39.581398	W 75.658918
IT-3	STANDARD AND INFILTRATION-SWM	STD-8FT INF-4.5FT	51.39	49.00	47.00	576,081.2295	587,808.5309	N 39.581482	W 75.659188
IT-4	STANDARD AND INFILTRATION-SWM	STD-8FT INF-4.5FT	51.72	49.00	47.00	576,080.8219	587,732.6549	N 39.581480	W 75.659457
IT-5	STANDARD AND INFILTRATION-SWM	STD-20FT INF-15.5FT	60.28	56.23	46.00	576,733.5110	587,678.5492	N 39.583272	W 75.659655
IT-6	STANDARD AND INFILTRATION-SWM	STD-20FT INF-17FT	62.77	56.40	46.00	576,710.3710	587,564.0314	N 39.583207	W 75.660061
IT-7	STANDARD AND INFILTRATION-SWM	STD-20FT INF-17FT	62.79	55.33	46.00	576,687.2311	587,449.5135	N 39.583143	W 75.660467
IT-8	STANDARD AND INFILTRATION-SWM	STD-8FT INF-8FT	58.00	55.62	52.00	576,169.0542	587,547.8192	N 39.581721	W 75.660114



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 SIGNATURE: \_\_\_\_\_  
 DATE OF SIGNATURE: \_\_\_\_\_  
 DATE OF REGISTRATION EXPIRATION: \_\_\_\_\_  
 ARCHITECT / ENGINEER SEAL: \_\_\_\_\_

**CONSTRUCTION PLANS**  
**COLONIAL SCHOOL DISTRICT**  
**JOHN G. LEACH SCHOOL**  
 2460 BEAR CORBITT RD  
 NEW CASTLE, DE. 19720

PROJECT

REVISIONS		
MARK	DESCRIPTION	DATE

SHEET TITLE  
**BORING PLAN**

**EXHIBIT**  
 JULY 31, 2024  
 DRAWN: JTO CHKD: JMS PROJECT NO. 230004  
 SHEET NO. **BORE-1**

# Test Boring Logs (4)



# TEST BORING B-1

(Page 1 of 1)

Subsurface Evaluation  
 Proposed John G. Leach School  
 2460 Bear Corbitt Road  
 Delaware City, Delaware  
 CG.4054.GA

Date Started : November 12, 2024  
 Date Completed : November 12, 2024  
 Logged by : Z. Holmes  
 Weather : 50s. sunny  
 Driller/Agency : J. Truver/CGC Geoservice

Drilling Equipment: CME 55 Track  
 Drilling Methods : SPT, HSA  
 Surface Elevation : 58 feet

Depth in feet	Surf. Elev. 58 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded	<input type="checkbox"/> At completion							
				DESCRIPTION								
0			ML	Moist, dark brown SILT, little fine sand		<input checked="" type="checkbox"/>	S-1	2-5-7-8	1.3			
56.0			SM	Dry, brown fine to medium SAND, little gravel, trace to little silt		<input checked="" type="checkbox"/>	S-2	7-9-11-11	1.5			
5			CL	Moist, brown fine to medium SAND, little silt, little clay, trace gravel		<input checked="" type="checkbox"/>	S-3	4-7-9-8	2.0	12.2	18.4	
52.5				Moist, brown/ red CLAY, little gravel		<input checked="" type="checkbox"/>	S-4	7-8-8-8	1.5			
52.0				Moist, brown fine to medium SAND, little silt, trace clay		<input checked="" type="checkbox"/>	S-5	4-5-5-6	1.8			
10				Moist, brown fine to medium SAND, little silt, trace clay		<input checked="" type="checkbox"/>						
15			SM	Moist, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-6	4-5-6-6	1.0			
20				Moist, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-7	4-5-5-6	1.5	18.2	15.7	
25				Wet, brown fine to coarse SAND, little silt, little gravel		<input checked="" type="checkbox"/>	S-8	4-4-6-8	1.0			
30				Wet, brown fine to coarse SAND, little silt, little gravel		<input checked="" type="checkbox"/>	S-9	4-5-6-6	1.8			
27.0												<input type="checkbox"/>

- NOTES:
- Boring terminated at 31.0 feet below grade.
  - Groundwater observed during drilling at 23.5 feet below grade.
  - Upon completion, boring caved and dry at 12.5 feet below grade. Borehole backfilled with cuttings mixed with bentonite grout.



# TEST BORING B-2

(Page 1 of 1)

Subsurface Evaluation  
 Proposed John G. Leach School  
 2460 Bear Corbitt Road  
 Delaware City, Delaware  
 CG.4054.GA

Date Started : November 12, 2024  
 Date Completed : November 12, 2024  
 Logged by : Z. Holmes  
 Weather : 50s. sunny  
 Driller/Agency : J. Truver/CGC Geoservice

Drilling Equipment: CME 55 Track  
 Drilling Methods : SPT, HSA  
 Surface Elevation : 53 feet

Depth in feet	Surf. Elev. 53 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL	
				<input checked="" type="checkbox"/> Remolded	<input type="checkbox"/> At completion								
				DESCRIPTION									
0			ML	Dry, brown SILT and fine sand		<input checked="" type="checkbox"/>	S-1	3-9-7-7	1.0				
51.0			SM	Moist, brown fine SAND, little silt, little gravel		<input checked="" type="checkbox"/>	S-2	8-7-8-8	1.0	9.8	11.1		
5				Moist, brown fine to medium SAND, little gravel, little silt		<input checked="" type="checkbox"/>	S-3	11-7-7-4	1.5				
				Moist, brown medium SAND, little silt		<input checked="" type="checkbox"/>	S-4	6-7-7-5	1.8				
				Moist, brown medium to coarse SAND, little to some silt		<input checked="" type="checkbox"/>	S-5	6-6-6-8	1.0				
10													
15					Moist, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-6	7-6-7-7	1.5	13.6	19.6	
20					Wet, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-7	6-3-5-5	1.3			
25					Wet, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-8	3-4-3-4	1.3			
30					Wet, brown medium to coarse SAND, little silt		<input checked="" type="checkbox"/>	S-9	3-3-6-8	1.5			
35					Saturated brown fine to coarse SAND, trace to little silt		<input checked="" type="checkbox"/>	S-10	6-6-6-8	1.5			
17.0												<input type="checkbox"/>	

**NOTES:**

- Boring terminated at 36.0 feet below grade.
- Groundwater observed during drilling at 21.6 feet below grade.
- Started mud rotary drilling at 26 feet below grade.
- Upon completion, boring caved and dry at 13.0 feet below grade. Borehole backfilled with cuttings mixed with bentonite grout.



# TEST BORING B-3

(Page 1 of 1)

Subsurface Evaluation  
 Proposed John G. Leach School  
 2460 Bear Corbitt Road  
 Delaware City, Delaware  
 CG.4054.GA

Date Started : November 12, 2024  
 Date Completed : November 12, 2024  
 Logged by : Z. Holmes  
 Weather : 50s. sunny  
 Driller/Agency : J. Truver/CGC Geoservice

Drilling Equipment: CME 55 Track  
 Drilling Methods : SPT, HSA  
 Surface Elevation : 60 feet

Depth in feet	Surf. Elev. 60 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded								
				DESCRIPTION								
0			ML	Dry brown SILT, some fine sand, trace organics		<input checked="" type="checkbox"/>	S-1	4-5-5-6	1.0			
58.0			SM	Dry, brown fine SAND, some silt		<input checked="" type="checkbox"/>	S-2	10-7-11-12	1.3			
5				Dry, brown fine SAND, some silt, trace gravel		<input checked="" type="checkbox"/>	S-3	4-6-4-4	1.5			
54.0			CL	Moist, red / brown CLAY, little fine sand, trace gravel		<input checked="" type="checkbox"/>	S-4	4-5-6-7	1.0	19.9	82.4	
52.0			SC	Moist, brown medium to coarse SAND, little gravel, trace clay		<input checked="" type="checkbox"/>	S-5	10-11-10-11	1.3			
10				Moist, brown fine to coarse SAND, little clay		<input checked="" type="checkbox"/>	S-6	3-4-6-5	1.5			
15				Moist, brown, medium to coarse SAND, some gravel, little clay		<input checked="" type="checkbox"/>	S-7	5-8-10-10	1.0	17.3	12.7	
20				Moist, brown/ red medium to coarse SAND, some gravel, little clay		<input checked="" type="checkbox"/>	S-8	6-8-9-5	1.8			
25	34.0											
30												
35												
40												

**NOTES:**

- Boring terminated at 26.0 feet below grade.
- Groundwater not observed during drilling .
- Upon completion, boring caved and dry at 10.5 feet below grade. Borehole backfilled with cuttings mixed with bentonite grout.



# TEST BORING B-4

(Page 1 of 1)

Subsurface Evaluation  
 Proposed John G. Leach School  
 2460 Bear Corbitt Road  
 Delaware City, Delaware  
 CG.4054.GA

Date Started : November 12, 2024  
 Date Completed : November 12, 2024  
 Logged by : Z. Holmes  
 Weather : 50s. sunny  
 Driller/Agency : J. Truver/CGC Geoservice

Drilling Equipment: CME 55 Track  
 Drilling Methods : SPT, HSA  
 Surface Elevation : 62 feet

Depth in feet	Surf. Elev. 62 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded								
				DESCRIPTION								
0			ML	Dry, dark brown SILT, little fine sand		<input checked="" type="checkbox"/>	S-1	4-4-5-6	1.0	9.2	85.3	
60.0			SM	Moist, dark brown fine SAND, some silt, little gravel		<input checked="" type="checkbox"/>	S-2	5-6-7-9	1.3			
5				Moist, brown fine to medium SAND, trace silt		<input checked="" type="checkbox"/>	S-3	3-6-5-5	1.5			
56.0			CL	Moist, red/brown CLAY, some fine sand, little gravel, trace silt		<input checked="" type="checkbox"/>	S-4	4-4-4-6	1.8			
10				Moist, brown/ gray CLAY, some fine sand		<input checked="" type="checkbox"/>	S-5	6-6-7-9	2.0	25.3	69.4	
52.0			SC									
15				Moist, brown fine to medium SAND, little gravel with lenses of clay		<input checked="" type="checkbox"/>	S-6	4-3-3-5	1.5			
20				Moist, brown coarse SAND, some fine gravel, little clay		<input checked="" type="checkbox"/>	S-7	4-5-5-9	1.5			
25				Moist, brown medium to coarse SAND, some gravel, little clay		<input checked="" type="checkbox"/>	S-8	5-8-7-7	1.5			
36.0												
30												
35												
40												

- NOTES:
- Boring terminated at 26.0 feet below grade.
  - Groundwater not observed during drilling .
  - Upon completion, boring caved and dry at 13.5 feet below grade. Borehole backfilled with cuttings mixed with bentonite grout.

## General Notes

## GENERAL NOTES

VISUAL UNIFIED CLASSIFICATIONS: The soil samples are described by color, major constituent, modifiers (by percentage), and density (or consistency). Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a No. 200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a No. 200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are noncohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their strength or consistency and their plasticity.

The Unified Soil Classification symbols are:

### COARSE GRAINED SOILS

GW - Well graded gravels  
GP - Poorly graded gravels  
GM - Silty gravels  
GC - Clayey gravels  
SW - Well graded sands  
SP - Poorly graded sands  
SM - Silty sands  
SC - Clayey sands

### SIZE DESCRIPTION

F - Fine  
M - Medium  
C - Coarse  
G - Gravel

### COLOR

Or - Orange  
Yel - Yellow  
Br - Brown

Blk - Black  
Gr - Gray  
R - Red

### FINE GRAINED SOILS

ML - Silts of low plasticity  
CL - Clays of low to medium plasticity  
OL - Organic silt clays of low plasticity  
MH - Silts of high plasticity  
CH - Clays of high plasticity  
OH - Organic silt clays of high plasticity  
PT - Peat and highly organic soils

### MODIFIERS (PERCENTAGE)

Tr - Trace 1 - 10%  
Ltl - Little 11 - 20%  
Some 21 - 35%  
& - And 36 - 50%

### DENSITY: COARSE GRAINED SOILS

Very loose 4 blows/ft or less  
Loose 5 to 10 blows/ft  
Medium 11 to 30 blows/ft  
Dense 31 to 50 blows/ft  
Very Dense 51 blows/ft or more

### CONSISTENCY: FINE GRAINED SOILS

Very soft 2 blows/ft or less  
Soft 3 to 4 blows/ft  
Medium 5 to 8 blows/ft  
Stiff 9 to 15 blows/ft  
Very stiff 16 to 30 blows/ft  
Hard 31 blows/ft or more

NOTE: The Standard Penetration Test "N" value is the number of blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler, except where otherwise noted.

**Preliminary Geotechnical Evaluation  
Leach School Concept  
2460 Bear Corbitt Road  
New Castle, Delaware  
Project No. 12644.GA**

**July 2020**



**DUFFIELD  
ASSOCIATES**  
Soil, Water & the Environment

EXISTING  
3-5000  
OR 8  
MATERIAL  
*Civil*

Water/Natural Resources

*Geotechnical*

*Environmental*

Construction Review

Coastal/Waterfront



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## EXECUTIVE SUMMARY

The following report summarizes Duffield Associates, Inc.'s (Duffield's) Preliminary Geotechnical Evaluation for the potential Leach School facility located on the northwest corner of the intersection of Wrangle Hill Road and Bear Corbitt Road in New Castle, Delaware. This report includes information regarding the field and laboratory testing programs, the subsurface conditions encountered, and discussion related to typical building construction, site pavements, and stormwater management facilities as they relate to the subsurface conditions observed at the site. These services were performed in general accordance with Purchase Order No. 508560, dated May 8, 2020.

A new educational facility is proposed with a footprint of approximately 65,000 square feet at the site of an active farm field. No other information regarding the number of floors, finished floor elevations, structural loads, etc. were available at the time of this preliminary evaluation.

On July 9, 2020, thirteen (13) Standard Penetration Test (SPT) borings were performed in general accordance with ASTM D 1586 in the vicinity of the proposed building, pavement, and stormwater management areas to depths ranging between approximately 6 to 30 feet below the existing ground surface. Beneath a surficial layer of silt containing various amounts of organic materials, the subsurface conditions observed can generally be described as a layer of loose to medium dense sands with varying amounts of clay and gravel through the extent of the test borings. In several test borings indications that the natural clayey sand soils directly beneath the surficial silt layer were observed have been 'reworked' likely due to ongoing farming activities. A thin layer of clay was observed in several test borings.

Based on the observed subsurface conditions and information provided by the project team, Duffield provides the following comments and preliminary recommendations:

- The proposed buildings could be supported on a conventional shallow foundation system and slab-on-grade. Foundations could be designed for a maximum allowable bearing pressure of 3,000 pounds per square foot (psf).
- Groundwater was observed in one of the test borings performed at the site at a depth of approximately 27.8 feet below the existing ground surface which corresponds to an approximate elevation at 33 feet (NAVD 88). Based on the groundwater depth observed during the field program and regional groundwater mapping, groundwater should not be encountered during foundation construction.
- Test borings for storm water facilities were performed in potential storm water management areas throughout the site. Based on the subsurface conditions encountered, infiltration is generally considered practical within the sandy soils, however the potential presence of a thin clay layer should be evaluated once the stormwater management locations and elevations are determined by others.

This report is considered "preliminary" in nature as a formal design process has not commenced. As such, this report and all assumptions and recommendations made herein should be reviewed and possibility modified by Duffield during the design process.

## **PROJECT SUMMARY**

---

### **PROPOSED SITE CONSTRUCTION**

- A new educational facility is proposed with a footprint of approximately 65,000 square feet. No other information regarding the number of floors, finished floor elevations, structural loads, etc. were available at the time of this preliminary evaluation.
- It is assumed that the proposed school will also include required parking and stormwater management systems to be designed in the future.

### **REFERENCE UTILIZED**

- A sketch titled, “Concept Plan George Leach School,” prepared by Duffield Associates Inc. dated May 29, 2020, which indicates a conceptual layout of the proposed campus, as well as requested test boring locations at the site.

### **EXISTING SITE CONDITIONS**

- The site of the proposed development is an active farm field with historical aerial photos confirming agricultural activities dating back to at least 1926.
- The approximate 19-acre site is wooded around the perimeter with additional farmland to the north, Bear Corbitt Road (DE SR 7) to the east, Wrangle Hill Road (DE SR 72) to the south, and DE SR 1 to the west.
- A small-unnamed tributary to Dragon Creek is mapped within the wooded area along Wrangle Hill Road at the southern end of the site.
- The site is sloping gently downward in the southeast direction between approximately elevations 63 to 51 feet (NAVD 88).
- No existing utilities were observed or delineated within the proposed development area.

## **FIELD AND LABORATORY TESTING**

### **STANDARD PENETRATION TEST BORINGS**

- On July 9, 2020, thirteen (13) Standard Penetration Test (SPT) borings were performed in general accordance with ASTM D 1586 in the vicinity of the proposed building, parking area, and stormwater management areas indicated on the enclosed boring location sketch. The test borings were performed at the following locations:
  - Five (5) SPT borings, designated TB-1 to TB-5, performed within the preliminary building area to depths ranging of approximately 25 to 30 feet below the existing grades;
  - Four (4) SPT borings, designated TB-6 to TB-9, performed in proposed pavement areas to depth up to 12 feet below existing grades;
  - Four (4) SPT borings, designated TB-10 and TB-13, performed in proposed stormwater management areas to depths of approximately 6 feet below the existing grade.
- The test borings were performed by CGC Geoservices, LLC, an affiliate company of Duffield, utilizing a truck-mounted CME 75 drill rig with hollow-stem augers in areas accessible to the drill rig and clear of utilities.
- The approximate test boring locations are indicated on the enclosed test boring location sketch. Test boring logs, which describe the conditions observed during the field program are enclosed.

### **LABORATORY TESTING**

Following the test boring program, the samples were returned to Duffield's office. Results of the laboratory testing are included on the enclosed test boring logs and summarized in the following table. Laboratory testing program for this evaluation included determination of natural water content, percentage finer than 200 sieve, and Atterberg limit tests on selected samples. No environmental testing or characterization was performed.

<b>LOCATION</b>	<b>SAMPLE NO.</b>	<b>DEPTH (FEET)</b>	<b>MOISTURE CONTENT (%) (ASTM D2216)</b>	<b>PERCENT PASSING NO. 200 SIEVE (%) (ASTM D 1140)</b>	<b>LIQUID LIMIT/PLASTIC LIMIT (ASTM D4318)</b>
TB-1	S-5	8.0 – 10.0	7.7 %	14.7 %	--
TB-2	S-8	23.0 – 25.0	8.7 %	11.1 %	--
TB-3	S-4	6.0 – 8.0	18.6 %	79.0 %	LL - 36 / PL - 18
TB-4	S6-B	14.0 – 15.0	25.0 %	82.5 %	LL - 40 / PL - 21
TB-5	S-4	6.0 – 8.0	14.3 %	31.6 %	--
TB-10	S-3	4.0 – 6.0	6.4 %	18.1 %	--
TB-13	S-3	4.0 – 6.0	11.5 %	35.2 %	--

## SUBSURFACE CONDITIONS

### GENERALIZED SITE GEOLOGY

Based on available Delaware Geologic Survey (DGS) mapping, the project site is located in the Atlantic Coastal Plain Physiographic Province. The primary surficial unit consists of the Columbia Formation, which is characterized by cross-bedded, yellowish to reddish-brown, fine to coarse feldspathic quartz sand with varying amounts of gravel. Beds of tan to reddish-gray clayey silt are sometimes encountered within the formation. The origin of this formation is of the fluvial glacial outwash sediment. The coastal plain sediments, typically covering the crystalline basement complex, is reported to be on the order of 850 feet deep.

### STRATIGRAPHIC CONDITIONS

Beneath a surficial layer of silt containing some organics, the subsurface conditions observed can generally be described as natural soils consisting of loose to medium dense sands with variable amounts of clay. In several borings, the clayey sand soils directly beneath the surficial silts appear to be natural site soils that have been ‘reworked’ likely due to the sites utilization as a farm field. A relatively thin layer of clay (i.e., approximately 6 to 18 inches where encountered) was observed within the clayey sand stratum. The clayey sand soils were observed to be underlain by loose to dense sands with various amounts of clay and gravel to the extent of the test borings.

For discussion purposes, the subsurface conditions can be further described as follows:

SUBSURFACE STRATUM	APPROXIMATE STRATUM THICKNESS (FEET)	GENERALIZED DESCRIPTION <sup>[1]</sup>
A	0.5 – 2.0	Brown SILT, trace to little fine sand, organics, (tilled farm soils) USCS: ML
B	2.0 – --- <sup>[2]</sup>	Brown, light brown, orange fine SAND, little clay, trace to little medium sand, trace gravel (loose to medium density); apparent reworked site soils observed in several borings. USCS: SC
C	0.5 - --- <sup>[3]</sup>	Red, brown, gray CLAY, trace to little fine sand (moist, medium stiff consistency); USCS: CL
D	--- <sup>[4]</sup>	Light brown, orange fine to medium SAND, trace clay, trace coarse sand, trace gravel (moist, loose to medium density); USCS: SW
Notes:	<ol style="list-style-type: none"> <li>The soil descriptions utilized herein and on the test boring logs are defined in the attached General Notes.</li> <li>Stratum B not fully penetrated in test borings TB-8, TB-10, TB-11, TB-12 and TB-13.</li> <li>Stratum C only observed in test borings TB-3, TB-4, and TB-9. Not fully penetrated in test boring TB-9.</li> <li>Stratum D not fully penetrated in any of the test borings and not encountered in test borings TB-10, TB-11, TB-12 and TB-13.</li> </ol>	

## GROUNDWATER

- Apparent groundwater was only observed in the test boring TB-2 performed at the site to a depth of approximately 27.8 feet below the existing ground surface corresponding to an elevation of approximately 33.2 (NAVD 88).
- Groundwater mapping by the Delaware Geological Survey indicate average groundwater levels to be greater than 20 feet below the existing ground surface.
- The test borings performed at the site were completed during a seasonally “dry” period. It is noted that the water elevations observed during the performance of the test borings are generally consistent with those indicated in DGS mapping.
- Groundwater levels are likely to be affected by season and annual variations in precipitation. It is estimated that variations in groundwater levels several feet higher or lower than those observed in this elevation could be experienced during extreme variations in precipitation.

## **DISCUSSION OF ANALYSIS**

### **SITE PREPARATION**

Due to the site's use as an agricultural field for almost a century, disturbance and reworking of the first several feet (or more) of the site soils should be anticipated. Soils containing organics are not considered suitable for support of foundations, slab-on-grade, or pavements and should be removed and replaced with structural fill, as described further herein, if encountered during site preparations.

### **SITE REGRADING CONSIDERATIONS**

It is likely that bulk site regrading will be required to achieve the final design elevations. Once the proposed site grades are established, Duffield should be consulted in order to provide site specified recommendations.

### **SHALLOW FOUNDATION SLAB-ON-GRADE SYSTEM**

Although no project specific structural or architectural information was available at the time of this preliminary report, it is Duffield's opinion that the natural site soils consisting of medium dense or greater clayey sands (Stratum B) or medium dense or greater sands (Stratum D) encountered in the test borings, are generally suitable for supporting a typical school building on a shallow foundation and slab-on-grade system. Structural fill, placed and compacted as recommended herein is also considered suitable for support of proposed structures.

### **PAVEMENT AREAS**

At the time of this report, proposed grading for the site pavements was not provided. Strata containing a significant portion of fine-grained soils and organics, such as those described in this report as Stratum A, are generally not considered suitable for pavement subgrade. Strata consisting of predominantly granular sand soils (Stratum B or structural fill), are considered well-draining subgrade soils. The predominately shallow coarse-grained clayey sand soils observed during the performance of the test borings generally corresponds to the American Association of State Highway and Transportation Officials (AASHTO) classification A-2, which are considered "excellent to good" subgrade soils. The predominately clay soils of Stratum C generally correspond to AASHTO classification A-6, which are considered "fair to poor" subgrade soils. "Excellent to good" soils are considered better draining and less frost susceptible materials than the fine-grained "fair to poor" subgrade materials.

## **PRELIMINARY DESIGN RECOMMENDATIONS**

### **1. ALLOWABLE FOUNDATION BEARING CAPACITY AND SETTLEMENT**

- It is Duffield's opinion that the natural clayey sand soils (Stratum B) encountered below the surficial silt layer (Stratum A) and sandy soils of Stratum D are generally considered suitable for supporting the proposed building on shallow spread footing foundation and slab-on-grade systems following subgrade preparation and review, as discussed further herein. Structural fill, placed, compacted and reviewed, as recommended in this report, is also considered suitable for supporting shallow foundations.
- It is recommended that the proposed foundations for the building be designed for a maximum net allowable bearing pressure of 3,000 pounds per square foot.
- Maximum total foundation settlement for the building can be provided once the proposed site grading, structural loads, etc. are available.

### **2. FOUNDATION BURIAL DEPTH AND SIZE**

- Foundations in areas exposed to frost should be placed at least 32 inches below final exterior grade;
- Interior foundations in insulated areas should be placed at least 18 inches below the proposed finished floor elevation;
- All continuous wall footings should be at least 2-feet wide, and all isolated column footings should be at least 3-feet wide, regardless of bearing pressure; and
- If a winter construction schedule is proposed for the foundations, provisions for the protection of shallow foundations from frost heave during construction should be included in the contract specifications.

### **3. SLAB-ON-GRADE**

- Ground-supported floor slabs should be designed as free floating and should not be connected to the other structural elements (e.g., walls, framing, etc.) of the buildings. Isolation joints should be utilized at the interface of proposed ground-supported floor slabs and structural elements to accommodate potential differential settlement.
- A minimum 10 mil polyethylene vapor barrier and free-draining subbase, consisting of at least 4 inches of poorly graded crushed stone aggregate, such as AASHTO SP-57 stone, should be provided beneath floor slabs.
- Subgrade conditions should be modeled for design utilizing a subgrade modulus,  $K_s$  of 150 pci, provided subgrade preparation is performed as recommended in this report.

#### **4. SEISMIC DESIGN PARAMETERS**

Based on the subsurface conditions encountered during the field exploration at the site and the review of regional geologic maps, a “D” site classification is recommended for the analysis of seismic conditions, as defined by 1613.2.2 of the 2018 International Building Code and Chapter 20 of the American Society of Civil Engineers Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-16).

#### **5. CONTROL JOINTS**

Masonry walls (if applicable) should be provided with frequent control joints placed at architecturally convenient locations (e.g., windows and doorways) to provide a “preferred” location for differential settlement to occur to reduce the potential for cracking of the walls.

#### **6. STORMWATER MANAGEMENT AREA DESIGN**

- While in-situ infiltration testing was not performed during this preliminary evaluation, the types and consistency of the soils encountered during the performance of the field evaluation indicate that infiltration of stormwater run off may be practical at the site. Depending on the location and elevation of the proposed stormwater management systems, the subsurface conditions for at least several feet below the systems should be evaluated for hydraulically restrictive layers such as Stratum C clays. In-situ testing will be required once the size and elevations of proposed SWM systems is determined.
- No indications of the seasonal high water table (SHWT) were observed during the performance of the test borings. Groundwater levels observed were at a significant depths, on the order of 28 feet below the existing ground surface.

#### **7. SITE GRADING**

Site grading should be designed to provide positive drainage away from the proposed construction areas. Positive site drainage should be maintained throughout the construction activities. Final site grading should provide drainage away from all structures.

#### **8. ASSUMPTIONS**

This report is considered “preliminary” in nature as a formal design process has not commenced. As such, this report and all assumptions and recommendations made herein should be reviewed and possibility modified by Duffield Associates during the design process. Depending on the details (i.e., elevations, structural loads, locations, etc.) provided during the design process for the buildings, parking and stormwater management, it is possible that additional subsurface evaluation may be recommended.

## **CONSTRUCTION RECOMMENDATIONS**

### **1. PROOFROLLING AND SUBGRADE PREPARATION**

- At the start of construction, the site should be stripped of all topsoil and vegetation. Following rough grading and prior to footing excavation, placement of fill, or construction of floor slabs, it is recommended that the exposed subgrade in the building area be proofrolled. The proofrolling should be performed using a minimum of two passes of a 10-ton static roller or a fully-loaded tandem dump truck in the presence of a qualified soils technician working under the supervision of a geotechnical engineer. The purpose of the proofrolling is to identify yielding subgrade conditions. The proposed construction area should be proofrolled at least 10 feet beyond the building perimeters.
- Yielding subgrade conditions encountered within the proposed building areas should be undercut to firm, subgrade conditions, and backfilled with compacted structural fill placed in accordance with the recommendations of this report. If acceptable to the project's engineer, granular soils may also be densified in place. The subgrade review should confirm the consistency and texture of the exposed soils with the conditions encountered by this evaluation, as described herein.

### **2. FOUNDATION SUBGRADE REVIEW**

- All shallow foundations should be placed on firm, dry, non-frozen subgrade consisting of medium density sands (Strata B or D) or on structural fill, placed and compacted as recommended herein. Foundation excavations should be reviewed by a qualified technician working under the supervision of a geotechnical engineer who is familiar with the recommendations of this report.
- If soft/loose or unsuitable subgrade conditions area encountered at the proposed building area depths, additional excavation should be performed until they are uniformly encountered across the base of the foundation's excavation or, if acceptable to the project geotechnical engineer, the natural sand soils can be densified in place. Foundation undercut areas should be backfilled with structural fill as recommended herein.

### **3. RE-USE OF ON-SITE SOILS AS STRUCTURAL FILL**

- On-site soils free of organic material, topsoil, miscellaneous fill, debris, and rock fragments in excess of 3 inches in their largest dimension may be suitable as structural fill.
- The surficial soils containing organics (Stratum A) are not considered suitable for reuse as structural fill. It is recommended that these soils be utilized were possible in landscaped areas.
- Since the proposed site regrading is unknown, it is possible that on-site materials that will be available as fill from the excavations will consist of the Stratum B sand, Stratum C clays and/or Stratum D sands. These soils, free of organics and debris are considered suitable for backfill, as long as the moisture content of the soils is within

the range in which the specified compaction requirements can be achieved. The sandy soils observed in the test borings were generally observed to have moisture contents at which typical compaction requirements can be achieved, however the clay soils were at a moisture content that may require some drying prior to reuse. As a result, it should be anticipated that a significant amount of aeration and drying will likely be necessary. Drying of the fine-grained surface soils will only be feasible during the warm, dry season of the year and may require extended drying times and discing effort to adequately dry the soils to a moisture content that is acceptable for compaction.

- If sufficient quantities of suitable on-site soils are not available for structural fill, imported borrow consisting of predominately granular soils conforming to the requirements of DeIDOT Standard Specifications Borrow Type C (Backfill) should be utilized. AASHTO SP-57 stone could also be utilized as structural fill at locations, as recommended by the project engineer, and should be considered for localized, relatively deep fills such as foundation undercuts.

#### **4. COMPACTION REQUIREMENTS**

- Structural fill should be placed in loose lifts with a maximum thickness of 8 inches.
- Each lift of fill placed within the proposed building construction areas (defined as the area extending at least 5 feet beyond the foundation element perimeters) should be compacted to at least 95% of the maximum dry density, as determined by the Modified Proctor test (ASTM D 1557).
- Structural fill for site pavements and for utility trenches located outside of the proposed building construction areas should be compacted to at least 90% of the Modified Proctor maximum dry density.
- Structural fill placed in proposed landscaped areas should be compacted to at least 85% of the maximum dry density, as determined by the Modified Proctor test.
- The placement and compaction of structural fill should be monitored on a full-time basis by a qualified technician working under the supervision of a geotechnical engineer.

#### **5. EXCAVATION SAFETY**

All utility and foundation excavation should be performed in accordance with OSHA guidelines. Typically granular soils observed in clayey sands can be characterized by OSHA CFR Part 1926 Excavation Standards as Type C soils. Should it be required, all temporary sheeting, shoring, benching, and sloping should be designed by a qualified engineer registered in the State of Delaware.

#### **6. PROTECTION OF SUBGRADE SOILS**

The site soils are considered moisture sensitive. Exposure of these soils to precipitation and construction traffic may weaken the soils and result in yielding subgrade conditions. In addition, if foundation excavations are left open, precipitation may result in the collection of water within the excavation. Provisions for removal of water by drainage or sumping are recommended. Subgrade soils disturbed by precipitation and construction traffic

should be either scarified and re-compacted, or undercut and replaced with structural fill as previously recommended in this report.

## **7. GROUNDWATER CONTROL**

Groundwater was generally observed at a depth of approximately 27.8 feet below the existing ground surface, corresponding to elevations ranging from approximately 33 feet (NAVD 88) in the test borings performed during this evaluation. Based on the subsurface conditions encountered, regional groundwater conditions will likely be below the depth of typical shallow foundations depending on the final design elevations. If perched groundwater is encountered during excavation for foundations or utilities, localized sumping may be required. Wherever significant quantities of stormwater or groundwater are encountered during excavation, it may become necessary for the resulting excavation to be over-excavated by a minimum of 6 inches and backfilled with AASHTO SP-57 stone to facilitate sumping and protect the exposed subgrade during construction.

## **8. SUBSURFACE DATA**

All contractors interested in bidding on phases of this work, which involve subsurface conditions, should be given full access to this report so that they can develop their own interpretations of the available data.

## **9. CONSTRUCTION REVIEW**

It is recommended that the project budget include provisions for the cost for independent construction monitoring of the earthwork and foundation construction by a qualified engineering firm retained by the Owner, to review conformance of construction with the recommendations of the project geotechnical evaluation, as well as the project plans and specifications.

## QUALIFICATIONS

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The preliminary recommendations of this report have been prepared according to generally accepted soil and foundation engineering practice, and are based on the conditions encountered by the test borings performed at the site. Although soil quality has been inferred from the interpolation of the sampling data, you should explicitly note that subsurface conditions beyond the test borings are, in fact, unknown. Should any conditions encountered during construction differ from those described in this report, this office should be notified immediately in order to review, and possibly modify these recommendations. This report applies solely to the size, type, and location of the structures described herein. This report will not be considered valid unless design drawings have been reviewed and the recommendations of this report modified and re-approved in writing by Duffield Associates, Inc.

## **ENCLOSURES**

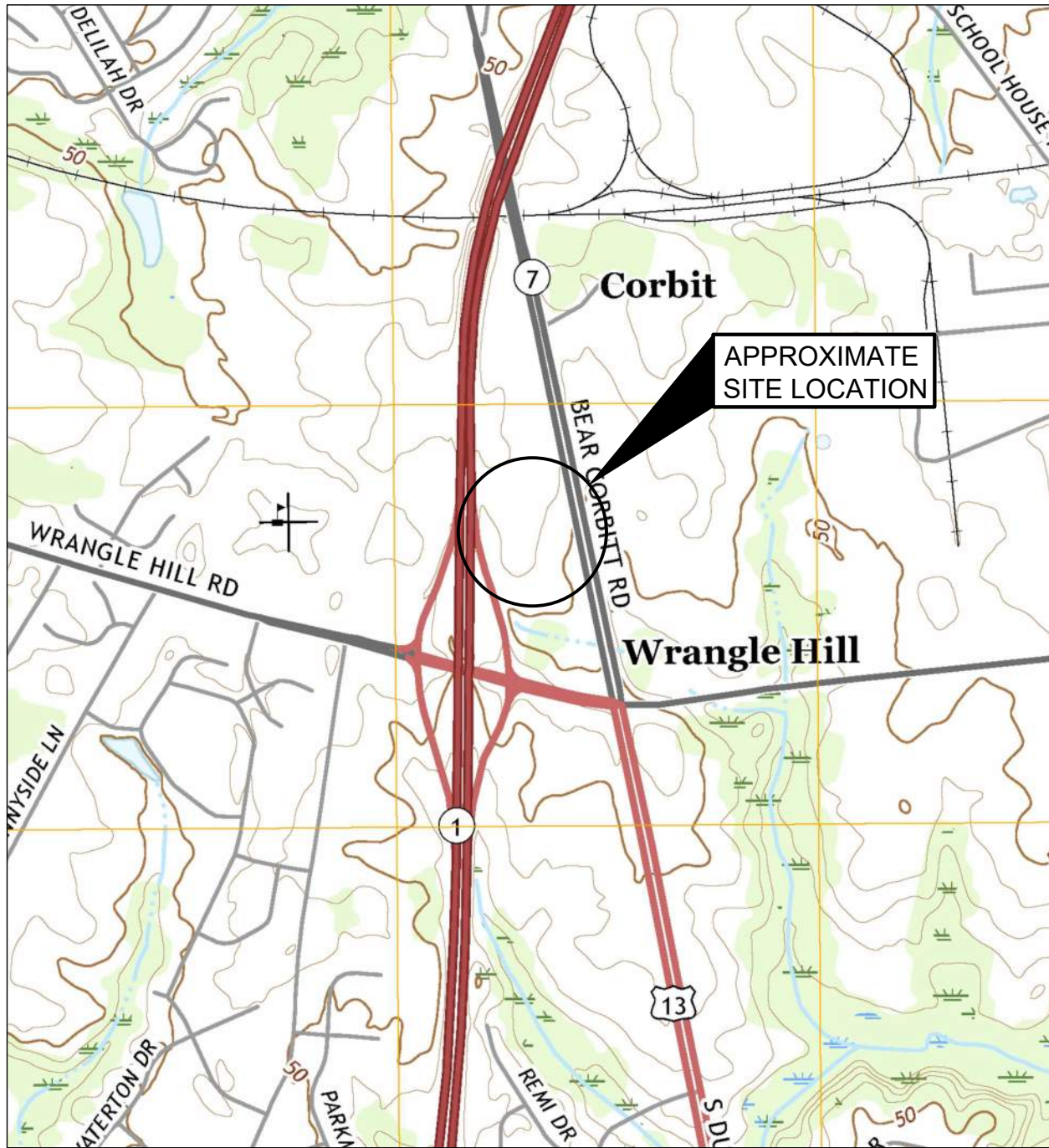
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**SITE LOCATION SKETCH**

**TEST BORING LOCATION SKETCH**


**TEST BORING LOGS (13)**

**GENERAL NOTES**



NOTE:

THIS SKETCH IS ADAPTED FROM 7.5 MINUTE SERIES U.S.G.S TOPOGRAPHIC MAPS TITLED "SAINT GEORGES, DE" , DATED 2016.

<b>DATE:</b> 24 JULY 2020	<b>SITE LOCATION SKETCH</b>  <b>GEORGE LEACH SCHOOL</b> <b>2460 BEAR CORBITT ROAD</b>  RED LION HUNDRED ~ NEW CASTLE COUNTY ~ DELAWARE	<b>DESIGNED BY:</b> JLR	 <b>DUFFIELD ASSOCIATES</b> <small>Soil, Water &amp; the Environment</small>  5400 LIMESTONE ROAD WILMINGTON, DE 19808-1232 TEL. 302.239.6634 FAX 302.239.8485  <small>OFFICES IN DELAWARE, MARYLAND          PENNSYLVANIA AND NEW JERSEY</small>  <small>E-MAIL: DUFFIELD@DUFFNET.COM</small>
<b>SCALE:</b> 1" = 1250'		<b>DRAWN BY:</b> JLR	
<b>PROJECT. NO.</b> 12644.GA		<b>CHECKED BY:</b> MBV	
<b>SHEET:</b> FIGURE_1		<b>FILE:</b> A-12644GA-01	




**KEY:**

 TB-1 - APPROXIMATE TEST BORING LOCATION

**NOTE:**












THIS SKETCH IS ADAPTED FROM A DRAWING TITLED "CONCEPT PLAN, GEORGE LEACH SCHOOL" PREPARED BY DUFFIELD ASSOCIATES, INC., DATED MAY 29, 2020.

<b>DATE:</b> 24 JULY 2020	<b>TEST BORING LOCATION SKETCH</b>  <b>GEORGE LEACH SCHOOL</b> <b>2460 BEAR CORBITT ROAD</b>  RED LION HUNDRED-NEW CASTLE COUNTY-DELAWARE	<b>DESIGNED BY:</b> JLR	 <b>DUFFIELD ASSOCIATES</b> Soil, Water & the Environment  5400 LIMESTONE ROAD WILMINGTON, DE 19808-1232 TEL. 302.239.6634 FAX 302.239.8485  OFFICES IN DELAWARE, MARYLAND PENNSYLVANIA AND NEW JERSEY  E-MAIL: DUFFIELD@DUFFNET.COM
<b>SCALE:</b> 1" = 100'		<b>DRAWN BY:</b> JLR	
<b>PROJECT. NO.</b> 12644.GA		<b>CHECKED BY:</b> MBV	
<b>SHEET:</b> FIGURE 2		<b>FILE:</b> A-12400GZ-02	

Preliminary Geotechnical Evaluation  
Colonial School District  
Proposed Leach School  
New Castle, Delaware  
Project No. 12644.GA

Date Started : July 9, 2020  
Date Completed : July 9, 2020  
Logged by : CTM  
Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 60 feet NAVD88

Depth in feet	Surf. Elev. 60 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL	
				<input type="checkbox"/> Remolded									
				DESCRIPTION									
0			ML				S-1	2-2-3-3	1.6				
58.0			SC				S-2	4-4-5-7	1.4				
5								S-3	4-6-7-6	1.0			
					No Recovery			S-4	3-3-5-7	0.0			
10					Brown, orange fine to medium SAND, little clay, trace gravel (moist)			S-5	5-6-7-6	1.8	7.7	14.7	
15				Light brown, orange fine SAND, little clay (moist)			S-6	3-4-2-4	1.2				
42.0			SW				S-7	3-5-5-6	1.6				
20					Light brown, orange fine to medium SAND, trace clay, trace gravel, trace coarse sand (moist)			S-8	3-8-10-11	1.2			
25	35.0			Test Boring Terminated at Approximately 25 feet									
30													



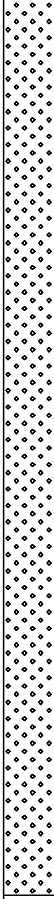
**NOTES:**

1. Test boring terminated at ± 25 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
Proposed Leach School  
New Castle, Delaware  
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Date Completed : July 9, 2020  
Logged by : CTM  
Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 61 feet NAVD88

Depth in feet	Surf. Elev. 61 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				☒ Remolded	▼ During Drilling ▽ After Completion							
				DESCRIPTION								
0			ML			☒	S-1	2-3-4-6	1.4			
59.0			SC			☒	S-2	7-9-7-7	1.2			
5						☒	S-3	4-5-6-6	1.3			
						☒	S-4	4-4-4-4	1.8			
53.0			SW			☒	S-5	2-5-6-6	1.0			
10						☒	S-6	2-4-4-5	1.2			
15						☒	S-7	4-7-9-8	1.2			
20						☒	S-8	4-5-5-7	1.0	8.7	11.1	
25						☒	S-9	4-6-6-6	1.4			
30	31.0											▽ ▼
				Test Boring Terminated at Approximately 30 feet								


















NOTES:

1. Test boring terminated at ± 30 feet below existing ground surface (b.e.g.s).
2. Wet on spoon condition observed at ± 28.5 b.e.g.s.
3. Water level upon completion was observed at ± 27.8 b.e.g.s with augers at ± 28 b.e.g.s.
4. Boring backfilled with soil cuttings upon completion.
5. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

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Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 62 feet NAVD88

Depth in feet	Surf. Elev. 62 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
				DESCRIPTION								
0			ML				S-1	1-3-4-3	1.0			
60.0			SC				S-2	3-2-2-4	1.6			
5			SC				S-3	6-8-7-6	1.8			
55.5			CL				S-4	3-4-4-4	1.6	18.6	79.0	
54.0			SC				S-5	4-5-7-7	1.7			
15			SC				S-6	3-3-4-5	1.6			
47.0			SW				S-7	7-7-8-11	1.4			
25			SW				S-8	5-8-8-8	1.0			
37.0				Test Boring Terminated at Approximately 25 feet								














**NOTES:**

1. Test boring terminated at ± 25 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
Proposed Leach School  
New Castle, Delaware  
Project No. 12644.GA

Date Started : July 9, 2020  
Date Completed : July 9, 2020  
Logged by : CTM  
Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 59 feet NAVD88

Depth in feet	Surf. Elev. 59 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input type="checkbox"/> Remolded								
DESCRIPTION												
0			ML	Brown SILT, trace to little fine sand, trace organics (roots) (moist)			S-1	2-3-3-3	1.7			
57.0			SC	Brown, orange fine SAND, trace to little clay (moist)			S-2	4-4-7-9	1.8			
				Orange, brown fine to medium SAND, trace to little clay, trace gravel (moist)			S-3	6-9-8-8	1.0			
5				No recovery			S-4	11-10-10-10	0.0			
				Brown, orange fine to medium SAND, trace clay, trace gravel (moist)			S-5	9-7-6-6	1.8			
10												
			CL	Brown, orange fine to medium SAND, trace clay (moist)			S-6A	8-4-3-7	2.0	25.0	82.5	
15				Red CLAY, little fine sand (moist)			S-6B					
15	44.0											
			SW	Light brown, orange fine to medium SAND, trace clay, trace gravel, trace coarse sand (moist)			S-7	11-7-7-9	1.2			
20												
				Light brown fine to medium SAND, trace clay (moist)			S-8	11-8-8-9	1.0			
25	34.0			Test Boring Terminated at Approximately 25 feet								
30												

**NOTES:**

1. Test boring terminated at ± 25 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
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New Castle, Delaware  
Project No. 12644.GA

Date Started : July 9, 2020  
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Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 62 feet NAVD88

Depth in feet	Surf. Elev. 62 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input type="checkbox"/> Remolded								
DESCRIPTION												
0			ML	Brown SILT, trace fine sand, trace organics (roots) (moist)		<input checked="" type="checkbox"/>	S-1	2-3-5-7	1.0			
60.0				Brown, orange fine SAND, trace to little clay, (possible reworked site soils) (moist)		<input checked="" type="checkbox"/>	S-2	8-8-11-13	1.4			
5			SC	Brown, orange fine SAND, trace clay (moist)		<input checked="" type="checkbox"/>	S-3	8-8-6-9	1.2			
54.0				Brown, red fine SAND, some clay (moist)		<input checked="" type="checkbox"/>	S-4	10-5-7-7	1.4	14.3	31.6	
10				Brown fine to medium SAND, trace clay, trace coarse sand (moist)		<input checked="" type="checkbox"/>	S-5	7-3-5-6	1.2			
15			SW	Light brown, orange fine SAND, trace clay (moist)		<input checked="" type="checkbox"/>	S-6	7-7-6-7	1.4			
20				Brown, orange, red fine to medium SAND, trace to little clay, trace coarse sand (moist)		<input checked="" type="checkbox"/>	S-7	6-4-4-6	1.5			
25				Brown, orange, red fine to medium SAND, trace to little clay, trace gravel, trace coarse sand (moist)		<input checked="" type="checkbox"/>	S-8	6-9-6-7	1.0			
37.0				Test Boring Terminated at Approximately 25 feet								










**NOTES:**

1. Test boring terminated at ± 25 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 54 feet NAVD88

Depth in feet	Surf. Elev. 54 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input type="checkbox"/> Remolded								
DESCRIPTION												
0			ML	Brown SILT, little to some fine sand, trace organics (roots) (moist)			S-1	6-7-9-8	1.8			
52.0			SC	Brown fine SAND, little clay, trace gravel, trace coarse sand (moist)			S-2	9-5-4-7	0.8			
50.0			SW	No recovery			S-3	6-6-5-8	0.0			
5				Brown, orange fine SAND, trace clay, trace gravel (moist)			S-4	8-6-7-10	0.4			
10				Brown fine to medium SAND, trace clay, trace coarse sand (moist)			S-5	6-8-9-8	0.4			
42.0				Orange, brown fine to medium SAND, trace to little clay (moist)			S-6	8-4-5-4	1.6			
				Test Boring Terminated at Approximately 12 feet								



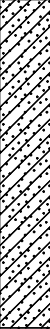






**NOTES:**

1. Test boring terminated at ± 12 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
Proposed Leach School  
New Castle, Delaware  
Project No. 12644.GA

Date Started : July 9, 2020  
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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 58 feet NAVD88



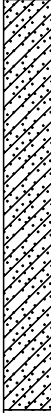





Depth in feet	Surf. Elev. 58 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL	
				<input type="checkbox"/> Remolded									
				DESCRIPTION									
0			ML				S-1	2-4-4-5	1.4				
56.0			SC				S-2	10-9-9-7	1.4				
								S-3	9-9-11-10	1.2			
								S-4	5-5-4-5	1.4			
								S-5	6-3-4-4	1.8			
10	48.0		SW				S-6	6-3-4-4	1.0				
46.0				Test Boring Terminated at Approximately 12 feet									
15													
20													
25													
30													

- NOTES:
1. Test boring terminated at ± 12 feet below existing ground surface (b.e.g.s).
  2. Groundwater not observed during performance of the test boring.
  3. Boring backfilled with soil cuttings upon completion.
  4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
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Proposed Leach School  
New Castle, Delaware  
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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 62 feet NAVD88













Depth in feet	Surf. Elev. 62 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input type="checkbox"/> Remolded								
				DESCRIPTION								
0			ML	Brown SILT, trace fine sand, trace organics (roots) (moist)			S-1	2-2-4-4	1.0			
60.0			SC	Brown fine SAND, little clay, trace gravel (possible reworked site soils) (moist)			S-2	3-3-5-8	1.2			
5				Light brown, orange fine SAND, trace clay, trace gravel (moist)			S-3	5-7-9-9	1.4			
				Light brown, orange fine SAND, trace to little clay, trace gravel (moist)			S-4	9-6-9-11	1.2			
				Brown fine SAND, trace to little clay (moist)			S-5	9-6-6-6	1.4			
10				Light brown fine to medium SAND, trace clay (moist)			S-6	6-6-6-6	1.6			
50.0			Test Boring Terminated at Approximately 12 feet									
15												
20												
25												
30												

- NOTES:
1. Test boring terminated at ± 12 feet below existing ground surface (b.e.g.s).
  2. Groundwater not observed during performance of the test boring.
  3. Boring backfilled with soil cuttings upon completion.
  4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
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New Castle, Delaware  
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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 61 feet NAVD88

Depth in feet	Surf. Elev. 61 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				 Remolded								
				DESCRIPTION								
0			ML				S-1	2-3-4-2	1.2			
59.0			SC				S-2	6-6-5-5	1.6			
5							S-3	7-7-8-10	1.7			
							S-4	6-9-5-4	1.2			
53.0			SW				S-5	5-4-5-6	1.4			
10							S-6A	4-4-4-4	2.0			
49.5			CL				S-6B					
49.0												
				Test Boring Terminated at Approximately 12 feet								

**NOTES:**

1. Test boring terminated at ± 12 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
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New Castle, Delaware  
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Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 63 feet NAVD88







Depth in feet	Surf. Elev. 63 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input type="checkbox"/> Remolded								
DESCRIPTION												
0			ML	Brown SILT, trace fine sand, trace organics (roots) (moist)			S-1	1-3-3-2	1.6			
61.0			SC	Brown fine SAND, little clay (possible reworked site soils) (moist)			S-2	4-5-5-7	1.4			
5				Light brown fine SAND, little clay, trace gravel (moist)			S-3	5-8-6-6	1.6	6.4	18.1	
57.0				Test Boring Terminated at Approximately 6 feet								
10												
15												
20												
25												
30												

- NOTES:
1. Test boring terminated at ± 6 feet below existing ground surface (b.e.g.s).
  2. Groundwater not observed during performance of the test boring.
  3. Boring backfilled with soil cuttings upon completion.
  4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
Colonial School District  
Proposed Leach School  
New Castle, Delaware  
Project No. 12644.GA

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Date Completed : July 9, 2020  
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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 52 feet NAVD88

Depth in feet	Surf. Elev. 52 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded								
				DESCRIPTION								
0			ML	Brown SILT, trace fine sand, trace organics (roots) (moist)			S-1	2-3-3-3	1.0			
50.0			SC	Brown fine SAND, trace to little clay, trace gravel (possible reworked site soils) (moist)			S-2	4-7-9-8	1.6			
5				Orange, light brown fine SAND, trace clay (moist)			S-3	7-6-6-8	1.0			
46.0				Test Boring Terminated at Approximately 6 feet								
10												
15												
20												
25												
30												






**NOTES:**

1. Test boring terminated at ± 6 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

Preliminary Geotechnical Evaluation  
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Logged by : CTM  
Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 54 feet NAVD88

Depth in feet	Surf. Elev. 54 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded								
				DESCRIPTION								
0			ML				S-1	2-4-6-5	1.4			
52.0			SC				S-2	5-4-4-3	1.8			
5								S-3	5-6-6-6	0.6		
48.0				Test Boring Terminated at Approximately 6 feet								







**NOTES:**

1. Test boring terminated at ± 6 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

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Weather : Partly Cloudy, 80s  
Driller/Agency : J. Blemming/CGC Geoservices, LLC

Drilling Equipment : Truck Mounted CME - 75  
Drilling Methods : HSA (SPT, ASTM D 1586)  
Surface Elevation : 56 feet NAVD88

Depth in feet	Surf. Elev. 56 ft	GRAPHIC	USCS	Sample Condition	Water Levels	SAMPLES	Sample Number	Blows per 6 inches	Recovery (ft)	Moisture Content (%)	Percent Passing 200 Sieve	WATER LEVEL
				<input checked="" type="checkbox"/> Remolded								
DESCRIPTION												
0			ML	Brown SILT, trace fine sand, trace organics (roots) (moist)			S-1	1-2-3-4	1.6			
54.0			SC	Brown, orange fine SAND, little clay (possible reworked site soils) (moist)			S-2	6-6-4-6	1.2			
5			SC	Brown, orange fine SAND, some clay (moist)			S-3	5-5-5-6	1.5	11.5	35.2	
50.0				Test Boring Terminated at Approximately 6 feet								
10												
15												
20												
25												
30												

**NOTES:**

1. Test boring terminated at ± 6 feet below existing ground surface (b.e.g.s).
2. Groundwater not observed during performance of the test boring.
3. Boring backfilled with soil cuttings upon completion.
4. Soil descriptions performed in general accordance with ASTM D 2488, the Practice for Description and Identification of Soils (Visual-Manual Procedure).

## GENERAL NOTES

DUFFIELD ASSOCIATES uses the following definitions and terminology to classify and correlate the field and laboratory samples.

**VISUAL UNIFIED CLASSIFICATIONS:** The soil samples are described by color, major constituent, modifiers (by percentage), and density (or consistency). Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a No. 200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a No. 200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are noncohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their strength or consistency and their plasticity.

The Unified Soil Classification symbols are:

### COARSE GRAINED SOILS

GW - Well graded gravels  
 GP - Poorly graded gravels  
 GM - Silty gravels  
 GC - Clayey gravels  
 SW - Well graded sands  
 SP - Poorly graded sands  
 SM - Silty sands  
 SC - Clayey sands

### FINE GRAINED SOILS

ML - Silts of low plasticity  
 CL - Clays of low to medium plasticity  
 OL - Organic silt clays of low plasticity  
 MH - Silts of high plasticity  
 CH - Clays of high plasticity  
 OH - Organic silt clays of high plasticity  
 PT - Peat and highly organic soils

### SIZE DESCRIPTION

F - Fine  
 M - Medium  
 C - Coarse  
 G - Gravel

### MODIFIERS (PERCENTAGE)

Tr - Trace	1 - 10%
Ltl - Little	11 - 20%
Some	21 - 35%
& - And	36 - 50%

### COLOR

Or - Orange	Blk - Black	Vc - Varicolored
Yel - Yellow	Gr - Gray	Dk - Dark
Br - Brown	R - Red	Lt - Light

### DENSITY: COARSE GRAINED SOILS

Very loose	4 blows/ft or less
Loose	5 to 10 blows/ft
Medium	11 to 30 blows/ft
Dense	31 to 50 blows/ft
Very Dense	51 blows/ft or more

### CONSISTENCY: FINE GRAINED SOILS

Very soft	2 blows/ft or less
Soft	3 to 4 blows/ft
Medium	5 to 8 blows/ft
Stiff	9 to 15 blows/ft
Very stiff	16 to 30 blows/ft
Hard	31 blows/ft or more

**NOTE:** The Standard Penetration Test "N" value is the number of blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler, except where otherwise noted.

CONTRACT B-14 Re-Bid: CASEWORK AND MILLWORK

BID FORM

For Bids Due: \_\_\_\_\_ To: Colonial School District  
701 East Basin Road  
New Castle, DE 19720

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

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

Phone No.: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

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

\$ \_\_\_\_\_ (\$ \_\_\_\_\_)

ALTERNATES Not Applicable

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

Alternate No. 8: Additional Drywall Soffits

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate No. 17: Casework Core Panels

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT PRICES Not Applicable

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work per the preliminary construction schedule in specification section 013216.

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
- Bid Bond/Bid Security
- Consent of Surety
- Affidavit of Employee Drug Testing Program
- Affidavit of Contractor Qualifications
- Affidavit of Craft Training Compliance
- Delaware Business License
- New Castle County Contractor’s License
- (Others as Required by Project Manuals)

**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.

	<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.	<u>Casework</u>	_____	_____	_____
2.	<u>Millwork</u>	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract A-14 : Casework & Millwork 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.

**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 Colonial School District in the sum of \_\_\_\_\_ Dollars  
(S \_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
Dollars (S \_\_\_\_\_) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the Colonial  
School District for the use and benefit of the Colonial School District 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  
Colonial School District 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 Colonial School District 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  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Colonial School District  
701 East Basin Road  
New Castle, DE 19720

Gentlemen:

We, the \_\_\_\_\_

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

**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.**

**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.**

END OF SECTION

CONTRACT B-26 Re-Bid: ELECTRICAL

BID FORM

For Bids Due: \_\_\_\_\_ To: Colonial School District  
701 East Basin Road  
New Castle, DE 19720

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

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

Phone No.: (        ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_

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

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

ALTERNATES

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

Alternate No. 8: Add Drywall Soffits

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

Alternate No. 9: Add Vocational Kitchen Equipment

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

Alternate No. 10: Add Greenhouse in Courtyard

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

UNIT PRICES Not Applicable

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed fifteen percent (15%).

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 sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work per the preliminary construction schedule in specification section 013216.

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
- Bid Bond/Bid Security
- Consent of Surety
- Affidavit of Employee Drug Testing Program
- Affidavit of Contractor Qualifications
- Affidavit of Craft Training Compliance
- Delaware Business License
- New Castle County Contractor's License
- (Others as Required by Project Manuals)

**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.

	<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.	Electrical			
2.				
3.				
4.				
5.				

NON-COLLUSION STATEMENT

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

All the terms and conditions of Contract A-26 : Electrical 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.

**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 Colonial School District in the sum of \_\_\_\_\_ Dollars  
(S\_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
Dollars (S\_\_\_\_\_ ) of amount of bid on Contract No. \_\_\_\_\_ to be paid to the Colonial  
School District for the use and benefit of the Colonial School District 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  
Colonial School District 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 Colonial School District 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)

<p>Corporate Seal</p> <p>Attest _____</p> <p>Witness _____</p>	<p>By: _____</p> <p>Authorized Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Name of Surety</p> <p>_____</p> <p>_____</p> <p>Title</p>
--	--

CONSENT OF SURETY

DATE \_\_\_\_\_

To: Colonial School District  
701 East Basin Road  
New Castle, DE 19720

Gentlemen:

We, the \_\_\_\_\_

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

**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.**

**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.**

END OF SECTION

SECTION 005200 - AGREEMENT

1. SUMMARY

A. The Agreement Form for this Project is the American Institute of Architects Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A132 – 2019

B. A copy of AIA Document A132 - 2019 Edition is bound into this Project Manual following this page.

1. Under Article 5.1.4.5 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- a. All reports required of the Contract are received;
- b. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- c. Final payment is authorized by the Owner.”

END OF SECTION

# 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)

« »« »  
« »  
« »  
« »

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

« »« »  
« »  
« »  
« »

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

«Blank AIAs»  
« »  
« »

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

« »« »  
« »  
« »  
« »

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

« »« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™-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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**EXHIBIT A INSURANCE AND BONDS**

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**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
[REDACTED]	[REDACTED]	[REDACTED]

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

Item	Price
[REDACTED]	[REDACTED]

§ 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)
[REDACTED]	[REDACTED]	[REDACTED]

**§ 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.)

« » [REDACTED]

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

« » [REDACTED]

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

« » [REDACTED]

§ 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)
[REDACTED]	[REDACTED]	[REDACTED]

§ 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.)

« » [REDACTED]

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

« » [REDACTED]

§ 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:

« »

**§ 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:

« »

**§ 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.)*

« » % « »

**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.)*

« »

« »

« »

« »

**§ 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.)*

<< >>

**§ 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.)*

<< >>

**§ 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:**

« »

**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.)*

« »

.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.)*

« »

[  ] 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)

**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

# 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)

«CSD Leach School»  
« »

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

« »  
« »

**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.

##### § A.2.2 Liability Insurance

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

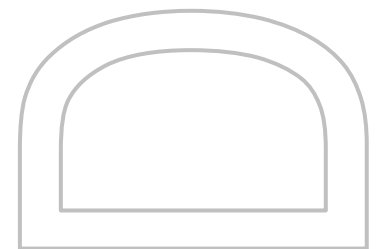
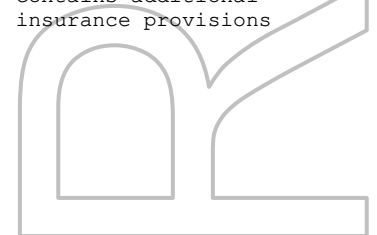
##### § A.2.3 Required Property Insurance

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User Notes: (1132022638)

**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.2.3.1** 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 « » (\$ « ») 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 « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») 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 « » (\$ « ») per claim and « » (\$ « ») 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 « » (\$ « ») per claim and « » (\$ « ») 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 « » (\$ « ») per claim and « » (\$ « ») 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:

<< >>



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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

**SECTION 00 52 00**

**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.

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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

- 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 contract price.

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**

# DRAFT AIA® Document A132® - 2019

## Exhibit B

### *Determination of the Cost of the Work*

**for the following Project:**

*(Name, location, and brief description)*

«CSD Leach School»

« »  
« »

**THE OWNER:**

*(Name, legal status, address, and other information)*

« »« »  
« »  
« »  
« »

**THE CONTRACTOR:**

*(Name, legal status, address, and other information)*

« »« »  
« »  
« »  
« »

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, address, and other information)*

« »« »  
« »  
« »  
« »

**THE ARCHITECT:**

*(Name, legal status, address, and other information)*

« »« »  
« »  
« »  
« »

**ARTICLE B.1 CONTROL ESTIMATE**

**§ B.1.1** Where the Contract Sum is based on the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 4.1 of the Agreement, 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 acceptance. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect Changes in the Work.

**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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**§ B.1.2** The Control Estimate shall include

- .1 the documents enumerated in Article 1 of the Agreement, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under B.1.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 schedules, upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- .5 contingencies for further development of design and construction as required by Section B.1.4.

**§ B.1.3** The Contractor shall meet with the Owner and Construction Manager to review the Control Estimate. In the event that the Owner or Construction Manager discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ B.1.4** To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for 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 in a revised Control Estimate by mutual agreement of the parties.

**§ B.1.5** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Construction Manager with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner in writing, through the Construction Manager, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ B.1.6** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner, Architect, and Construction Manager of any inconsistencies between the Control Estimate and the revised Contract Documents.

**ARTICLE B.2 COSTS TO BE REIMBURSED**

**§ B.2.1 Cost of the Work**

**§ B.2.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article B.2.

**§ B.2.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

**§ B.2.1.3** Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

**§ B.2.2 Labor Costs**

**§ B.2.2.1** Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ B.2.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ B.2.2.1** Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

« »

**§ B.2.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories or workshops, or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ B.2.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3.

**§ B.2.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ B.2.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ B.2.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ B.2.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ B.2.4.2** Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ B.2.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ B.2.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ B.2.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section B.2.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ B.2.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ B.2.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ B.2.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ B.2.6 Miscellaneous Costs**

**§ B.2.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ B.2.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ B.2.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ B.2.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ B.2.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§ B.2.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A232™-2019, or by other provisions of the Contract Documents, and which do not fall within the scope of Section B.2.7.3.

**§ B.2.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ B.2.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect, as required by Article 3 of AIA Document A232™-2019. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

**§ B.2.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ B.2.6.7** Costs of document reproductions and delivery charges.

**§ B.2.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ B.2.6.9** Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ B.2.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ B.2.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ B.2.7 Other Costs and Emergencies**

**§ B.2.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ B.2.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property as provided in article 10 of AIA Document A232-2019.

**§ B.2.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or

failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

### **§ B.2.8 Related Party Transactions**

**§ B.2.8.1** For purposes of this Section B.2.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ B.2.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner and the Construction Manager of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article B.5. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article B.5.

### **ARTICLE B.3 COSTS NOT TO BE REIMBURSED**

**§ B.3.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section B.2.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article B.2;
- .5 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
- .6 Except as provided in Section B.2.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article B.2; and
- .8 Where a Guaranteed Maximum Price is part of the Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### **ARTICLE B.4 DISCOUNTS, REBATES AND REFUNDS**

**§ B.4.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ B.4.2** Amounts that accrue to the Owner in accordance with Section B.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### **ARTICLE B.5 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ B.5.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor’s own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Construction Manager, Architect, and Owner, with an indication as to which

bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Construction Manager and Architect, object to any subcontractor or supplier. Any advice of the Construction Manager or Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ B.5.2** When a Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ B.5.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article B.6, below.

**§ B.5.4** Where the Contract Sum is based upon the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, the Contractor shall prepare, for the Construction Manager and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

#### **ARTICLE B.6 ACCOUNTING RECORDS**

**§ B.6.1** The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and the Construction Manager. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

**§ B.6.2** When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner, through the Construction Manager, a final accounting of the Cost of the Work.

**§ B.6.3** Within 30 days after the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager and Architect that it will not conduct an audit.

**§ B.6.3.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Construction Manager and Architect.

**§ B.6.3.2** Within seven days after receipt of the written report described in Section B.6.3.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 5.2 of the Agreement have been met, the Architect will either issue to the Owner, through the Construction Manager, a final Certificate for Payment, with a copy to the Contractor, or notify the Contractor, Construction Manager, and Owner, in writing, of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A232-2019. The time periods stated in this Section B.6.3.2 supersede those stated in Article 9 of AIA Document A232-2019. Neither the

Architect, nor the Construction Manager, is responsible for verifying the accuracy of the Contractor's final accounting.

**§ B.6.3.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A232-2019. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the final Certificate for Payment.

**§ B.6.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article B.2, and not excluded by Article B.3, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If adjustments to the Contract Sum are provided for in Section 4.6 of the Agreement, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section B.6.4 in determining the net amount to be paid by the Owner to the Contractor.



SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

A. Bonds must be in the following form:

1. Form of Performance Bond (attached).
2. Form of Payment Bond (attached).

SECTION 006113 - FORM OF 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 State of Delaware, Colonial School District ("Owner"), 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.

Witness or Attest: PRINCIPAL

By: \_\_\_\_\_ (Seal) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

Witness or Attest: SURETY

By: \_\_\_\_\_ (Seal) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

SECTION 00 61 13 - FORM OF 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 State of Delaware, Colonial School District ("Owner"), 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.

Witness or Attest: PRINCIPAL

By: \_\_\_\_\_ (Seal) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

Witness or Attest: SURETY

By: \_\_\_\_\_ (Seal) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

END OF SECTION

SECTION 006216 – CERTIFICATE OF INSURANCE

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pac). The Contractor shall use the standard "ACCORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACCORD" form in this section:

GENERAL NOTES

1. Other Insurance
  - A. Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.
2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:
  - A. Name and Address of Insured: (Contractor.)
  - B. Description of Operations/Locations – CSD John G. Leach School
3. Added Insured – StudioJAED & EDiS Company
4. Certificate Holder – Colonial School District  
318 Basin Road  
New Castle, DE 19720

Contractors shall note that although not a part of AIA Document A232 - 2019 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

<b>ACORD</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	Date (MM/DD/YYYY)
--------------	---	-------------------

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>SAMPLE CERTIFICATE</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>GENERAL LIABILITY</b>	X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURENCE <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) <b>\$10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$3,000,000</b> PRODUCTS - COMPI/OP AGG <b>\$3,000,000</b>
X	<b>AUTOMOBILE LIABILITY</b>	X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
X	<b>UMBRELLA LIAB</b>	X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURENCE <b>\$5,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB	X	X				AGGREGATE <b>\$5,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE						EACH OCCURENCE
	<input type="checkbox"/> RETENTION \$						AGGREGATE
X	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT <b>\$500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EACH EMPLOYEE <b>\$500,000</b>
							E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
X	<b>POLLUTION LIABILITY (For Hazardous material, site excavation/utility, and building envelope subcontractors)</b>	X	X	XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH CLAIM <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> CLAIMS MADE FORM						POLICY AGGREGATE <b>\$3,000,000</b>
X	<b>PROFESSIONAL LIABILITY (for all Design and Professional Service subcontractors)</b>			XXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH CLAIM <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> CLAIMS MADE FORM						POLICY AGGREGATE <b>\$3,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Project: CSD John G. Leach School**  
**Added Insured: StudioJAED, EDiS Company**, as well as any other party as required by contract are listed as additional insureds under all policies (except Workers Compensation and Professional Liability) for all work performed by the named insured. The General Liability and Umbrella/Excess Liability aggregate shall apply on a per-project basis and all policies shall be primary and non-contributing with respects to any insurance maintained by the additional insureds. Umbrella policy follows form as respects to Additional Insured status on the CGL, Employers Liability and Automobile Liability policies. A waiver of subrogation applies in favor of the additional insureds under all policies.

**Asbestos Abatement Contractor's Pollution/Professional coverage must include coverage for Asbestos Abatement.**

**In addition to the above language, please provide the General Liability, On-going and Completed Operations Additional Insured endorsements with all required additional insureds listed in the Schedule box (if not a blanket policy), the Primary and Non-Contributory Endorsements, and the Waiver of Subrogation endorsements for all policies with all required additional insured entities listed (if not a blanket policy). Provide evidence of no EIFS exclusions, if within scope of work.]**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Colonial School District 318 Basin Road New Castle, DE 19720	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- A. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2019 Edition.
- B. A copy of AIA Document A232 - 2019 Edition is bound into this Project Manual following this page

END OF SECTION

# DRAFT 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)*

«Blank AIAs»

« »

### THE CONSTRUCTION MANAGER:

*(Name, legal status, and address)*

« »« »

« »

### THE OWNER:

*(Name, legal status, and address)*

« »« »

« »

### THE ARCHITECT:

*(Name, legal status, and address)*

« »« »

« »

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

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

This document is intended to be used in conjunction with AIA Documents A132™-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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## 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 protocols governing the transmission and use 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 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 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.

§ 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.

**§ 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.

### **§ 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.

§ 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.

§ 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.

§ 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.

§ 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.

#### **§ 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.

### **§ 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
- .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 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, 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 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

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.

§ 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

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.

**§ 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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## **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
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**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.

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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 EVIDENCE OF OWNER’S FINANCIAL ARRANGEMENT

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.

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## 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. Provide the same information in digital format.

## 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.

Delete the second sentence of Paragraph 4.2.11 and replace with the following:

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

Add the following to Paragraph 4.2.17:

There will be no full-time Project representative provided by the Owner or Architect on site for this Project.

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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.”

6.2 MUTUAL RESPONSIBILITY

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

**ARTICLE 7: CHANGES IN THE WORK**

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

**ARTICLE 8: TIME**

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section CONSTRUCTION SCHEDULE 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

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bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “binding dispute resolution” and insert “remedies at law or in equity”.

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.1 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 into Building Blok (EDiS’ web-based project management software, using AIA Document G702, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted into Building Blok (EDiS’ web-based project management software, on AIA Document G702 “Application and

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Certificate for Payment”, supported by AIA Document G703 “Continuation Sheet”. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

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

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

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

## 9.6 PROGRESS PAYMENTS

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

9.6.1 After the Architect and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 45 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 “forty-five (45)”. 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.

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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. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

## 11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3 and its subparagraphs in their entirety.

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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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.

**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 45 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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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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

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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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 SUPPLEMENTARY GENERAL CONDITIONS

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SECTION 007343 – WAGE RATE REQUIREMENTS

## 1. SUMMARY

- A. In accordance with Delaware Code, Title 29, Subchapter IV, Section 6960, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- B. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- D. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. In accordance with Delaware Code, Title 29, Subchapter IV, Section 6960, as amended January 11, 2024, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$45,000 for renovation work and/or \$500,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor.
  - 1. A Payroll Report, available from the Department of Labor is to be used to provide this information.
- F. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION

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 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.89	36.79	53.56
BOILERMAKERS	89.46	45.39	66.72
BRICKLAYERS	66.79	66.79	66.79
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	94.36	67.11	52.04
ELECTRICAL LINE WORKERS	59.42	50.96	38.85
ELECTRICIANS	83.92	83.92	83.92
ELEVATOR CONSTRUCTORS	117.63	84.30	100.06
GLAZIERS	85.50	85.50	74.04
INSULATORS	69.12	69.12	69.12
IRON WORKERS	77.73	77.73	77.73
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	59.63	59.63	59.63
PILEDRIVERS	91.12	51.44	41.60
PLASTERERS	39.01	39.01	28.91
PLUMBERS/PIPEFITTERS/STEAMFITTERS	79.55	82.95	73.71
POWER EQUIPMENT OPERATORS	83.29	83.29	83.29
ROOFERS-COMPOSITION	32.40	30.53	32.76
ROOFERS-SHINGLE/SLATE/TILE	24.03	28.59	22.47
SHEET METAL WORKERS	86.84	86.84	86.84
SOFT FLOOR LAYERS	61.68	61.68	47.74
SPRINKLER FITTERS	73.13	73.13	73.13
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	81.89
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	90.82
TRUCK DRIVERS	56.88	35.86	27.91

CERTIFIED:

9-29-2025

BY:

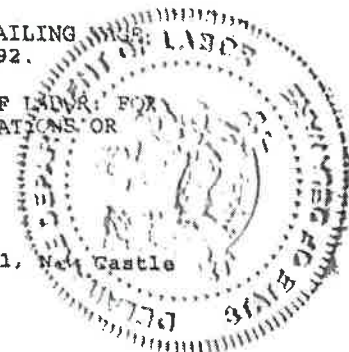
*Salina Chastad / John Francis*  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING 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: 4-26-23LEACHBPA Colonial School District John G. Leach School, New Castle County



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SECTION 008114 – DRUG TESTING PROGRAM AND FORMS

## 1. SUMMARY

- A. 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 submit with their bid an Affidavit of Employee Drug Testing Program. A copy of the current Regulation is attached hereto.
- B. Each Contractor shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Contractor and all Subcontractors.
- C. Initial Drug Testing - Employees commencing work on a Jobsite must be tested within the past 180 days from the date of commencing work, with the exception that an Employee who has passed a random or scheduled drug test within that time frame, or an Employee who passed a pre-employment drug test administered pursuant to a Contractor's or Subcontractor's Program and is subject to testing as part of a Contractor's or Subcontractor's ongoing Program or as part of a Consortium shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- D. A Contractor or Subcontractor's Program shall provide that no less than 5% of a Contractor's or Subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a Contractor or Subcontractor's employees be randomly selected for alcohol testing. Test results must be kept by a Contractor or Subcontractor for a minimum of 1 year subsequent to the date of close out of the Public Works project. See the form attached hereto.
- E. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

**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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

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.**

END OF SECTION

**OFFICE OF MANAGEMENT AND BUDGET**  
**DIVISION OF FACILITIES MANAGEMENT**  
**4000 Office of Management and Budget**  
**4100 Division of Facilities Management**

**4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects**

**1.0 Purpose**

The Office of Management and Budget ("Office"), has developed these regulations that require contractors and subcontractors to implement a program of mandatory drug testing for employees who work on large public works contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all large public works contracts awarded pursuant to 29 **Del.C.** §6962.

**2.0 Definitions**

**"Consortium"/"third party administrator" or "(C/TPA)"** means a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the drug and alcohol testing programs of its members.

**"Contractor"** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 **Del.C.** §6962.

**"Division of Facilities Management"** and **"DFM"** means the Division of Facilities Management within the Office of Management and Budget.

**"Drug testing firm"** is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of employees, applicants, licensees, etc., in compliance with these requirements.

**"Employee"** means an individual employed by a contractor or subcontractor who works on the jobsite of a large public works contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the contractor's jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "employee" shall also include supervisors and foremen working on the jobsite. The term "employee" shall also include employees of a contractor or subcontractor working on or delivering materials and equipment to and from a jobsite.

**"Impairment"** or **"impaired"** means symptoms that an employee while working may be under the influence of drugs or alcohol that may decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

**"Jobsite"** means the site or area directly or indirectly owned, operated or controlled by the owner in which the contractor or subcontractor performs work or delivers services to the owner. For the purpose of this definition, "jobsite" does not mean a remote work site not under the direct or indirect control of the owner in which work is performed to fulfill the contractor's or subcontractor's obligations.

**"Large public works contract"** means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.

**"Mandatory drug testing program"** and **"program"** means a defined set of basic procedures, requirements and rules that must be used by a contractor or subcontractor to test employees for drugs in compliance with these requirements.

**"Owner"** is the state agency, school district or entity that awards a large public works contract to a contractor pursuant to 29 **Del.C.** §6962.

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## TITLE 19 LABOR

### DELAWARE ADMINISTRATIVE CODE

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**“Positive test result”** and **“fail a drug test”** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an employee shall not be considered to have a positive test result nor shall an employee be considered to “fail a drug test”, unless the employee was impaired by marijuana at the jobsite if:

- The employee is a registered qualifying patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

**“Random drug testing”** means that an employee is chosen at random for testing without advance notice, from a pool of employees or as a member of a consortium. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

**“Registered qualifying patient”** means a person (1) validly issued and in possession of an unexpired registry identification card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 Del.C. §4902A(17).

**“Subcontractor”** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a contractor as defined in Section 2.0.

**21 DE Reg. 503 (12/01/17)**

### **3.0 Employee Drug Testing Documentation Requirements**

3.1 The following documentation requirements apply:

3.1.1 At bid submission. A solicitation for a large public works contract must require each contractor that submits a bid for the work to submit with the bid a signed affidavit certifying that the contractor and subcontractor(s) has in place or will implement during the entire term of the contract a mandatory drug testing program that complies with this regulation.

3.1.2 At least 2 business days prior to contract execution. The awarded contractor shall provide to the owner copies of the employee drug testing program for the contractor and for all listed subcontractors.

3.1.3 During contract execution. Contractors that employ additional subcontractors on the jobsite may do so only after submitting a copy of the subcontractor’s employee drug testing program. A contractor or subcontractor shall not commence work until the owner has concluded the employee drug testing program complies with this regulation as per subsection 3.2.

3.1.4 In the event of an emergency a contractor may employ additional subcontractors on the jobsite prior to submitting the subcontractor’s employee drug testing program provided that said program is submitted to the owner as soon as practicable.

3.2 A contractor or subcontractor shall be treated as having a mandatory drug testing program that complies with this regulation if the program includes the following:

3.2.1 The program meets the minimum standards in Section 4.0 of this regulation.

3.2.2 The program provides for the frequency of testing of employees as per Section 5.0 of this regulation:

3.2.3 The program imposes disciplinary measures on an employee who fails a drug test as per Section 6.0 of this regulation.

3.3 Prequalified contractors and subcontractors. A contractor or subcontractor may meet the provisions of subsection 3.1 if they are prequalified through the DFM prequalification and if the DFM prequalification includes provisions requiring an employee mandatory drug testing program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this regulation

3.4 The State shall not be obligated to pay, and the contractor or subcontractor shall expressly agree that, any portion of work performed by a contractor or subcontractor commenced before that contractor or subcontractor has complied with subsections 3.1 and 3.2, provided however that emergency work as referenced in subsection 3.1.4 may not be subject to this provision.

**21 DE Reg. 503 (12/01/17)**

### **4.0 Minimum Standards for a Mandatory Drug Testing Program**

4.1 Testing for the presence of drugs in an employee’s system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace

**TITLE 19 LABOR**  
**DELAWARE ADMINISTRATIVE CODE**

Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). (49 CFR Part 40).

All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.

- 4.2 Contractors and subcontractors subject to these regulations may procure the services of an appropriate drug testing firm to administer their program. A contractor or subcontractor may also participate in a consortium. A contractor or subcontractor may also implement a mandatory drug testing program using in-house personnel and resources.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus alcohol screening for the following:

<b>Initial test analyte</b>	<b>Initial test cutoff concentration</b>	<b>Confirmatory test analyte</b>	<b>Confirmatory test cutoff concentration</b>
Marijuana metabolites	50 ng/mL	THCA	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines			
AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine	250 ng/mL.
MDMA	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.
		MDEA	250 ng/mL.
Alcohol	0.04%		

- 4.4 The frequency of random drug testing and the methodology for selecting employees to be screened are defined in Section 5.0 and shall be incorporated into contractor and subcontractor mandatory testing procedures. A contractor or subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

**21 DE Reg. 503 (12/01/17)**

**5.0 Drug Testing Requirements – Frequency for the Testing of Employees**

- 5.1 Initial drug testing. Employees commencing work on a jobsite must be tested with the exception that an employee who has passed a random or scheduled drug test within the past 180 days from the date of commencing work or an employee who passed a pre-employment drug test administered pursuant to a contractor's or subcontractor's program, or who possesses a certification no more than 6 months old under the then current New Castle County ordinance 2.05.305 - Alcohol and Drug Testing of Employees of Contractors Working on Public Works Projects and Jobsites, and is subject to testing as part of a contractor's or subcontractor's ongoing program or as part of a consortium shall be permitted to work at the jobsite without further testing; however, the employee is still subject to random testing.
- 5.2 Random drug testing. During the course of a project, each contractor and subcontractor with employees on the jobsite shall maintain a program that meets or exceeds the following requirements.
  - 5.2.1 All employees will be subject to random, unannounced testing.
  - 5.2.2 The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from a contractor or subcontractor's entire pool of employees, through those employees working on a public works jobsite or through the contractor or subcontractor's participation in a consortium.
  - 5.2.3 A contractor or subcontractor's program shall provide that no less than 5% of a contractor's or subcontractor's employees shall be randomly selected each month for drug testing and no less than 2.5% of a contractor or subcontractor's employees be randomly selected for alcohol testing. Contractors or

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**TITLE 19 LABOR**  
**DELAWARE ADMINISTRATIVE CODE**

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subcontractors may participate in a consortium provided that no less than 5% of the consortium's pool shall be subject to drug testing each month and no less than 2.5% of the consortium's pool shall be subject to alcohol testing each month. Contractors or subcontractors with less than 10 employees that do not participate in a consortium shall test at least 1 of their employees, selected randomly per month. Each employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some employees may not be tested within a year, while others may be tested more than once. Nothing in this regulation shall require an employee of a contractor or subcontractor not working or assigned to a public works jobsite to be subject to random alcohol testing.

- 5.2.4 Employees notified that they have been selected must report within 4 hours for testing to a site specified. Employees so notified must have been given such notification at least 4 hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
- 5.2.5 Purposely impeding or delaying an employee's fulfillment of the testing requirements herein by a contractor or subcontractor may subject the contractor or subcontractor to sanctions listed in Section 8.0.
- 5.3 Reasonable suspicion testing. An employee will be required to take a drug and/or alcohol test at any time his or her employing contractor, subcontractor or the owner reasonably believes that he or she has an impairment caused by drugs and/or alcohol. Further, an employee may be required to take a drug and/or alcohol test at any time his or her employing contractor, subcontractor or the owner finds drug paraphernalia and/or open alcohol containers on the jobsite.
- 5.4 Return to duty testing. As required in Section 6.0.
- 5.5 Accident triggered testing. An employee will be required to take a drug test and may be subject to an alcohol breathalyzer test at any time there is a jobsite accident involving loss or significant property damage, injury or death to an employee of the contractor, subcontractor, or owner or member of the public.
  - 5.5.1 As soon as practicable following an accident, the contractor will notify the employee(s) whose performance could have contributed to the accident of the need for the test.
  - 5.5.2 The appropriate contractor shall ensure that an employee, required to be tested under this section, report to a testing center as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least 4 hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - 5.5.3 An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
  - 5.5.4 If an employee fails or refuses to be tested, he/she must be removed from the jobsite and shall be subject to consequences in Section 6.0.
  - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.  
**21 DE Reg. 503 (12/01/17)**  
**28 DE Reg. 228 (09/01/24)**

#### **6.0 Consequences of a Positive Test Result**

- 6.1 The disciplinary measures contained within a contractor's or subcontractor's program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:
  - 6.1.1 The employee is subject to an immediate suspension from any public works jobsite.
  - 6.1.2 The employee is not eligible for reinstatement by the contractor or subcontractor to any public works jobsite until 30 days after the employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.
  - 6.1.3 The employee is subject to unscheduled monthly random testing as per subsection 5.2.
  - 6.1.4 An employee who has tested positive for more than 1 drug test within a 3-year period shall be permanently banned from working at public works jobsites.

6.1.5 An employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a registered qualifying patient shall be exempted from the disciplinary actions contained in this section unless:

6.1.5.1 The employee was impaired by marijuana at the jobsite.

6.1.5.2 Employment of the registered qualifying patient would cause the owner to lose monetary or licensing-related benefits under Federal law.

6.2 A contractor or subcontractor shall report the positive test result to the employee's professional licensing board, if applicable.

**21 DE Reg. 503 (12/01/17)**

## **7.0 Contractor and Subcontractor Certification of Compliance with Regulations**

7.1 During the term of the contract:

7.1.1 During the term of the contract, contractors and subcontractors on the jobsite for more than 30 days shall maintain testing data that includes but is not limited to the data elements contained in subsection 7.1.2:

7.1.1.1 A contractor or subcontractor that is employed on the jobsite for less than 30 days shall not be subject to the reporting requirements contained in subsection 7.1.2 of this regulation, unless the owner specifies that such reporting is required in the invitation to bid or specifications relating to the work to be performed.

7.1.2 The data shall at a minimum contain the following elements:

7.1.2.1 The number of employees who worked on the jobsite during the previous month or quarter.

7.1.2.2 The number of employees subjected to random testing during the previous month or quarter.

7.1.2.3 The number of negative results and the number of positive results.

7.1.2.4 Action taken by the contractor or subcontractor on an employee who failed or tested positive to a random test.

7.1.3 Test results must be kept by a contractor or subcontractor for a minimum of 1 year subsequent to the date of close out of the public works project.

7.1.4 Any positive test result of an employee working on a public works jobsite including the employee name and action taken in response by a contractor or subcontractor must be reported by the contractor or subcontractor to the owner in writing within 24 hours of the contractor or subcontractor receiving the test results.

7.1.5 The owner shall have the right to periodically audit all contractor and subcontractor test results at the contractor or subcontractor's offices or by other means to make the data available for inspection by the owner.

7.1.6 The failure to comply with these reporting requirements may be considered a material breach of any agreement relating to the performance of work by the contractor or subcontractor.

**21 DE Reg. 503 (12/01/17)**

## **8.0 Penalties**

8.1 A contractor or subcontractor on a large public works contract that fails to implement a mandatory drug testing program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1<sup>st</sup> offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed 3 months (2<sup>nd</sup> offense) and 1 year (3<sup>rd</sup> offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the owner may seek a termination for cause, a temporary suspension, a determination that the contractor or subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

**19 DE Reg. 207 (09/01/15)**

**21 DE Reg. 503 (12/01/17)**

**21 DE Reg. 645 (02/01/18)**

**TITLE 19 LABOR**  
**DELAWARE ADMINISTRATIVE CODE**

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28 DE Reg. 228 (09/01/24)

28 DE Reg. 326 (10/01/24)

SECTION 008115 – AFFIDAVIT OF CRAFT TRAINING

1. AFFIDAVIT OF CRAFT TRAINING

1.1 Form Affidavit of Craft Training (008115 attached).

COLONIAL SCHOOL DISTRICT  
JOHN G LEACH SCHOOL  
2460 BEAR CORBITT ROAD, NEW CASTLE, DE 19720

**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](mailto: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.**

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SECTION 011100 - SUMMARY OF WORK

## 1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Sections, apply to work of this Section.

## 2. CONTRACTS

- A. The work will be performed under separate prime contracts managed by the Construction Manager.

## 3. ALTERATIONS &amp; COORDINATION

- A. Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

## 4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

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## 5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- B. The Specifications determine the kinds and methods of installation of the various materials, the drawings establish the quantities, dimensions and details of materials, the schedules on the drawings give the location, type and extent of the materials.
- C. Dimensions given on the drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- D. The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive”, “open generic/descriptive”, “compliance with standards”, “performance”, “proprietary”, or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor’s work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.
- I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of

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work.

- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.
- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.

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- H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
  - I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
  - J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
  - K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
  - L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
  - M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
  - N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
  - O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
  - P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.
  - Q. Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval
  - R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
  - S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.

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- T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- U. Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
- W. Daily cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.
- X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
- Y. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- Z. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- AA. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- AB. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- AC. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

AD. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

AE. **Prohibition of Using Photographs on EDiS Projects**: The Contractor and all associated subcontractors agrees to not issue any news release or advertising pertaining to the Work or the Project, including references to the Project on the Contractor's/subcontractor website or other social media outlets, without obtaining EDiS' prior written approval, in each instance. The Contractor, for itself, its employees, vendors and subcontractors, agrees to not use the name of the Owner, the Project, EDiS or any photographs, videos, or other images of the Project in connection with any of Contractor's business promotion activities, advertising, website, social media outlets, or operations, without EDiS' prior written approval in each instance.

AF. Where there is a discrepancy in scope assignment between contract documents, the order of precedence will be as follows: Summary of Work, design drawings, design specifications.

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CONTRACT NO. B-14 Re-Bid - CASEWORK AND MILLWORK

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 062000	Finish Carpentry
Section 064100	Architectural Wood Casework
Section 079200	Joint Sealants
Section 098430	Sound-Absorbing Wall and Ceiling Units
Section 123553.23	Solid-Plastic Laboratory Casework
Section 123600	Countertops

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide labor and materials to perform the work related to all casework and millwork.
2. Provide All field trimming required to adjust to existing conditions.
3. Provide All millwork, casework and trim. Including specialty casework.
4. Coordinate power and data requirements and locations with the electrical contractor for locations and sizes of holes needed.
5. Provide P-Lam adjustable shelving on metal brackets (shelves, brackets, standards).
6. Provide all sills and aprons (stools).
7. Provide plywood, wood trim, wood veneer paneling, and plastic laminate veneer paneling.
8. Provide all countertops and backsplashes.
9. Provide Metal legs supporting countertops.
10. Provide Concealed Countertop Bracket wherever shown. Coordinate installation in wall prior to drywall installation.
11. Coordinate cutting holes in casework with other trades.
12. Coordinate blocking requirements with Contract A-06 : Carpentry & General Works.
13. Provide joint sealers integral to casework/millwork and to dissimilar materials.

14. Contractor must provide additional crews as needed to maintain the project schedule.
15. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
16. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. EDiS will not be responsible for any lost tools, materials or equipment.
17. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
18. BIM Coordination: This contractor will include \$700 in their bid proposal to pay for the licensing agreement with Revizto for BIM Coordination of all trades.
19. Provide pricing for all alternates as described in Section 012300-Alternates.
  - a. Contractor is to guarantee all alternate pricing for 90 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.
21. Provide a \$5,000 allocation to be used at the discretion of the Construction Manager.
22. Provide all sound-absorbing wood grille wall and ceiling panel systems. Include all references to “wood wall”, “wood wall panel”, “acoustical wood wall panel”.

CONTRACT NO. B-26 Re-Bid – ELECTRICAL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 033000	Cast-In-Place Concrete
Section 078400	Firestopping
Section 079200	Joint Sealants
Section 083100	Access Doors and Panels
Section 087100	Door Hardware
Section 210533	Heat Tracing for Fire Suppression Piping
Division 21	Fire Suppression
Division 23	Mechanical/HVAC
Division 26	Electrical
Division 27	Communications
Division 28	Electrical Safety and Security
Section 337119	ELEC Underground Ducts, Ductbanks, and Manholes

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete electrical system as indicated on the drawings, schedules and in the specifications.
2. Divisions 22 and 23 of the specifications should be reviewed as it relates to the power wiring and other requirements for Plumbing and HVAC equipment including the coordination of furnishing and installing motor starters and controllers as detailed in the Specifications and on the Drawings.
3. Excavation and backfill for underground electrical work as required below is the responsibility of this Subcontractor. Soil types shall be in accordance with Del Dot standard specifications.
4. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to

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proceeding with excavations. The Contractor/Excavator will have these marks restored as long as there is work to perform. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that may have work in the same area.

5. Utilize directional drilling methods for all underground service infrastructure crossing adjacent roadways.
6. Provide temporary power connections (and removal) to temporary heat installations by others. Assume (4) different points of connection, providing 240V/30A to each.
7. This contractor shall provide temporary transformers as required to provide electrical power generation until permanent service is installed by Delmarva power. Include all permits, cabling, switch gear, panels, breakers etc. to provide a complete temporary power system capable of supplying the electrical loads required for the project. This contractor to coordinate and arrange for temporary power from the source, Delmarva Power.
8. Provide temporary power to meter bank, including (10) individual electric disconnects for contractors trailers. Provide (2) to EDiS trailer located within east lot, remainder to be located within the north contractors lot. Coordinate all work with Delmarva Power.
9. Power Centers (waterproof) for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection. The distance between each receptacle location shall not exceed 50 feet.
10. Construction areas, ramps, runways, corridors, offices, shops, and storage areas shall be lighted to not less than the minimum illumination intensities at five (5) foot candles and any additional OSHA Temporary lighting and receptacles exposed to wet or damp locations must be weatherproof. Adequate lighting for safe working conditions and the exterior of the structure shall be provided and maintained on a 24 hour per day basis throughout the building. Voltage of each lighting component must be able to accommodate lighting requirements.
11. Provide Temporary electric and lighting installation, maintenance and removal. Refer to Division 1, specification section 015113 - TEMPORARY ELECTRIC, for specific scope. Provide temporary exterior lighting per specification section 015113 - TEMPORARY ELECTRIC.
12. Include the following scope for primary electrical service:
  - a. Provide the electrical manhole, including the pathways/conduit/ductbank from manhole to the transformer.
  - b. All primary electrical service infrastructure from the utility pole to the manhole (not including the manhole) is by the service provider. Service provider will provide all cabling from the utility pole to transformer pad. Service provider will provide the permanent transformer.
  - c. All fees assessed by the utility provider to initiate new service are to be excluded, and

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will be charged to the Owner.

13. Include the following scope for primary telecomm service:
  - a. Provide all pathways/conduit/ductbank/pull boxes from the first site pull box to the MDF closet. Stub conduit minimum 12" above top of slab elevation.
  - b. All primary telecomm service infrastructure from the utility pole to the first site pull box (not including the pull box) is by the service provider.
  - c. All primary cabling from the utility pole to the MDF closet only is by the service provider.
  - d. All fees assessed by the utility provider to initiate new service are to be excluded, and will be charged to the Owner.
14. Provide concrete for duct banks, light standards, above ground conduit encasement, equipment bases and any other concrete work specifically related to the electrical work. Include requirements of the State and local codes for concrete encasement.
15. Provide underground conduit/cablings/wiring to all locations within courtyards.
16. Provide site electric feeding all exterior lighting connected to the building. Provide all underground conduit to site lighting fixtures for data and low voltage cabling for security and communications.
17. Receive, install, and power all VFD's supplied by the mechanical contractor.
18. Provide rough in and final connection and related work for equipment provided under other contracts (i.e. elevators, HVAC, sprinkler, motorized doors, etc.)
19. Provide conduits, raceways, and pull strings for low-voltage wiring at doors receiving electronic or security hardware, including associated electronic card readers. Low voltage wiring from the controller to hardware shall be provided by the installing doors and frames contractors. Electrical contractor to install power supply and make final power connections. Final connections of low-voltage wiring to hardware to be provided by special systems contractor. Magnetic Door Hold-Opens are to be furnished by the Doors, Frames, Hardware Contractor to the special systems contractor for installation, this contractor to provide power. The special systems contractor will make final connections for the relay to the fire alarm.
20. Provide power circuits to all systems installed by the Special Systems Contractor including, but not necessarily limited to the following: Wireless Clock System, Intercom/Public Address System, Fire Alarm System, Sound Reinforcement Systems, Access Control System, CCTV System.
21. Provide conduits, raceways, and pull strings for Fire Alarm. Fire alarm wiring, terminations, and programming by Special Systems Contractor.
22. Provide conduit, pull strings, and boxes to above accessible ceilings with pull strings for complete audio and audiovisual systems.

23. Provide all heat tracing required for AHU-1.
24. Provide bonding of all pool equipment per “AP” drawing notes.
25. Provide grounding of equipment, racks, building columns and interior spaces as required.
26. Provide all electric baseboard heaters, unit heaters, cabinet unit heaters. Include all disconnects, relays, sensors.
27. Provide boxes, pathways, and pull strings to above accessible ceilings for low voltage cables provided by the Special Services and Structure Cable Contractors.
28. Provide Pull strings, Conduit, and boxes for voice/data boxes to above accessible ceilings.
29. Provide all Equipment bases and housekeeping pads related to Electrical equipment.
30. Include generator and transformer pads.
31. Provide final tie-ins for residential and commercial appliances.
32. The Concrete Contractor shall furnish, install and maintain stone fill under slab. The Sitework Contractor shall leave the building pad site at subgrade to within acceptable tolerances in preparation to receive stone fill. The Mechanical and Electrical Contractors shall complete their work under the slab on grade and shall be responsible to return the pad to the subgrade elevation left by the Sitework Contractor. The Concrete Contractor shall then adjust the select material to final subgrade, fine grade the slab and place the vapor barrier and stone fill.
33. Provide proper coordination with Painting Contractor to ensure that exposed boxes, raceways, and conduit are painted simultaneous to adjacent construction. Any costs that arise from out of sequence painting of exposed boxes, raceways, and conduits will be the responsibility of this Contractor. Provide conduit and boxes for all systems (electric, low-voltage, A/V, network cabling, fire alarm, security, etc) in open ceiling areas.
34. Provide and coordinate permits, testing, and inspections.
35. Provide penetrations through walls, floors, etc. including cutting, patching and fire safing.
36. Testing.
37. Clean up.
38. Provide hoisting, rigging and scaffolding.
39. Provide fully coordinated shop drawings with MEP Trades within 8 weeks from award of project.

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40. Submissions will be reviewed once and any resubmittals will be reviewed once. Any other submittals will be billed to the contractor at the Engineers standard rates. Please thoroughly review all submissions prior to forwarding to avoid these costs.
  41. All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion
  42. Provide As-built drawings. Maintain an updated red-lined set on-site, available to EDiS upon request.
  43. Contractor must provide additional crews as needed to maintain the project schedule.
  44. In addition to the insurance specified in Section 006216, this contractor will provide Pollution Insurance, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
  45. Provide at least a 48 hour notice prior to any delivery. All deliveries are to be between 7:00 AM and 3:30 PM.
  46. This is not a secure site. All contractors are responsible for concealing, locking and/or removing any materials on a daily basis. CSD and EDiS will not be responsible for any lost tools, materials or equipment.
  47. This contractor must provide a silica exposure plan that meets or exceeds the new 2017 silica OSHA requirements before any work can commence. At a minimum, it must be implemented in to the company safety plan, include all monitoring, testing, limits exposure, provide respiratory plan and/or equipment modifications such as adding water to equipment during exposed work and keep records of exposure.
  48. Provide BIM services as detailed in spec section 013700 BIM Execution Plan.
  49. BIM Coordination : This contractor will include \$700 in their bid proposal to pay for the licensing agreement with Revizto for BIM Coordination of all trades.
  50. Provide pricing for all alternates as described in Section 012300-Alternates.
    - a. Contractor is to guarantee all alternate pricing for 90 days following submission of a bid proposal. Decisions regarding alternate selection is to be made following receipt of all bid packages.
  51. Provide a \$35,000 allocation to be used at the discretion of the Construction Manager.
  52. Provide all ladder racks and conduits as shown on telecom details.
  53. Provide all radiant ceiling panels (“RCP”). Include all disconnects, temperature sensors, and relays.
  54. Provide all power, controls, lighting, and LED signage at the exterior sign referenced on A-811.

END OF SECTION

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SECTION 012100 - ALLOWANCES

## 1. RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- E. Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- F. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- G. Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

## 2. ALLOWANCES FOR PRODUCTS

- A. The amount of each allowance includes:
  - 1. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
  - 2. Delivery to the site.
  - 3. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
  - 4. Applicable taxes.
  - 5. Profit and overhead.
- B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs

for:

1. Handling at the site; including unloading, uncrating and storage.
  2. Protection from the elements and from damage.
  3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
  4. Other expenses required to complete the installation.
  5. Contractor's and Subcontractor's overhead and profit.
- C. Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.
3. ADJUSTMENT OF COSTS
- A. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
1. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
- B. At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

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SECTION 012200 - UNIT PRICES

## 1. GENERAL PROVISIONS

- A. The general provision of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

## 2. BASE BID

- A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- B. The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

## 3. UNIT PRICES

- A. State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- B. See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- C. For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- D. Where both add and deduct unit prices are requested, there shall not be more that a 15% variation between the two.

## 4. APPLICATION OF UNIT PRICES

- A. Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

## 5. MEASUREMENT OF QUANTITIES

- A. Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.

B. At the Contractor's option, and at his expense, measurement may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

	<u>BULK</u>		<u>TRENCH</u>	
	<u>Add</u>	<u>Deduct</u>	<u>Add</u>	<u>Deduct</u>
1. Price per Cubic Yard for earth excavation as specified In excavation section	_____ c/y	_____ c/y	_____ c/y	_____ c/y
2. Price per cubic yard for earth excavation.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
3. Price per cubic yard for earth fill required to replace rock excavation, including finishing, placing and compacting.	_____ s/y	_____ s/y	_____ s/y	_____ s/y
4. Price per cubic yard to supply & install Bio-Media Mix	_____ c/y	_____ c/y	_____ c/y	_____ c/y
5. Price per cubic yard for excavation and backfill With select material	_____ c/y	_____ c/y	_____ c/y	_____ c/y
6. Price per cubic yard to undercut subgrade and backfill with imported structural fill material. Spoils to be exported from site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
7. Price per cubic yard to undercut subgrade and backfill with on-site mined structural fill. Spoils to be exported from site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
8. Price per cubic yard to undercut footings subgrade and backfill with select spoils to be placed on site	_____ c/y	_____ c/y	_____ c/y	_____ c/y
9. Price per cubic yard to undercut subgrade and backfill with 106A stone. Spoils to be exported from site.	_____ c/y	_____ c/y	_____ c/y	_____ c/y
10. Price per cubic yard to load trucks provided by William Penn Sitework contractor above Quantity stated in Alternate 11.	_____ c/y	_____ c/y	_____ c/y	_____ c/y

END OF SECTION

**SECTION 01 25 00**  
**SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.03 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
  - 1. Division 01 specifies that applicability of industry standards to products specified.
  - 2. Division 01 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 01 specifies requirements governing the Contractor's selection of products and product options.

**1.04 DEFINITIONS**

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to awarded of the Contract, are included in the Contract Documents and are not subject to requires specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.05 SUBMITTALS**

- A. Substitution Request Submittal: Substitution requests will only be considered during the bidding period.
  - 1. Submit one electronic copy of each request for substitution for consideration. Submit requests in the form and according to procedures required for change order proposals and utilizing the CSI Substitution Request Form 13.1A (sample attached to Project Manual). The contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.
  - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  - 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.

- b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within two days of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within one week of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
- a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

#### **1.06 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

#### **1.07 REFERENCE STANDARDS**

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

### **PART 2 PRODUCTS**

#### **2.01 SUBSTITUTIONS**

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

### **PART 3 EXECUTION**

#### **3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  2. Agrees to provide the same warranty for the substitution as for the specified product.
  3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  5. Waives claims for additional costs or time extension that may subsequently become apparent.
  6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  1. Utilize CSI Form 1.5C - Substitution Request. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's/Engineer's, and Contractor's names.
    - b. Substitution Request Information:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Indication of whether the substitution is for cause or convenience.
      - 3) Issue date.
      - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
      - 5) Description of Substitution.
      - 6) Reason why the specified item cannot be provided.
      - 7) Differences between proposed substitution and specified item.
      - 8) Description of how proposed substitution affects other parts of work.
    - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
      - 1) Physical characteristics.
      - 2) In-service performance.
      - 3) Expected durability.
      - 4) Visual effect.
      - 5) sustainable design features.
      - 6) Warranties.
      - 7) Other salient features and requirements.
      - 8) Include, as appropriate or requested, the following types of documentation:

- (a) Product Data:
  - (b) Samples.
  - (c) Certificates, test, reports or similar qualification data.
  - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
- 1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. The Owner may consider Substitution Requests during construction at Owner's discretion. If the Owner elects to consider a Substitution Request during construction, the Contractor shall make submission as indicated in paragraph 3.01.
- B. Utilize CSI Form 1.5C - Substitution Request.
- C. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 28 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 28 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
  - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  - 3. Bear the costs engendered by proposed substitution of:
    - a.
    - b. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
    - c. Other construction by Owner.
    - d. Other unanticipated project considerations.
- E. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

### **3.03 RESOLUTION**

- A. Architect/Engineer may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

### **3.04 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include accepted Substitution Request Forms as part of the Project record.
- C. Include accepted Substitutions on Contractor's as-built drawings and specification.

**END OF SECTION**

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SECTION 012600 - CHANGE ORDER PROCEDURES

## 1. GENERAL

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- D. It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

## 2. INITIATING A CHANGE ORDER

- A. Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
  - 1. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
  - 2. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
  - 3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.

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- B. The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.

3. PROCESSING A CHANGE ORDER

- A. The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.
- B. The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.
- C. In all cases, this cost or credit shall be based on the “DPE” wages required and the “invoice price” of the materials/equipment needed.
- D. “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman’s compensation insurance, FICA, and unemployment insurance.
1. “Fringe Benefit” is any medical, life or disability insurance, paid time off, etc.
  2. “Worker’s Compensation” is the insurance required for injuries including medical leave, etc.
  3. “FICA” is the costs association with Social Security and Medicare insurance.
  4. “Unemployment insurance” is the cost associated with the governmental assessment for employee’s unemployment benefits.
- E. “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.
- F. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.
- G. Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:
1. Create a new change order, from your “To-Do List” by clicking on the “Create Issue” tab in the upper right corner and select “Change Order Request”.

- 
2. The Contractor will enter a brief description of the change in the “Summary” block. A detailed description of the change will be entered in the “Description of Change” block, to include any changes to documents or time extension. The cost of the change will be entered in the “Total Cost Change” block.
  3. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the “Browse” box to upload the file. Be sure to wait until Building Blok tells you the file was “Uploaded Successfully”.
  4. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click “Save”. The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click “Recommend Approval” to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on “Home” in the upper left corner to make sure the change order does not appear on your To-Do List.
  5. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

It is to be clearly stated that no extra work shall commence without an approval from the Owner or Construction Manager or Owner’s representative.

END OF SECTION



CHANGE ORDER REQUEST & EXECUTION FORM

110 South Poplar Street  
Suite 400  
Wilmington, DE 19801

Tel. 302-421-5700  
Fax 302-421-5715

DATE:  
CONTRACT:  
CONTRACTOR:

PROJECT NAME:  
REQUEST NUMBER:  
CHANGE ORDER NUMBER:  
STATE PO NUMBER:

The following is a summary of the request submitted by the contractor as described above. All supporting documents have been attached and described herewith. This summary shall contain a total amount of compensation requested by the contractor as well as any request for an extension in contract time. It shall be understood that the amounts described below shall remain valid for a period of sixty days from the date described above unless otherwise stated.

A detailed breakdown of Labor, material, equipment, and subcontract costs must be attached to be considered for review.

1. Summary Description(s):
2. Changes to the Contract Drawings:
3. Changes to the Project Manual:
4. Total Cost Change:
5. Total Time Change:

<b>REVIEWED</b>	
This request has been reviewed and ___approval___disapproval is recommended by:	
<b>Name</b>	<b>Title</b>
<b>APPROVED</b>	
This change order request is not approved until executed by all parties bound by a contractual relationship. Upon execution it shall represent a modification to the agreement and is subject to all terms and conditions of the contract documents.	
Contractor: _____	Architect: _____
Signed By: _____	Signed By: _____
Title: _____	Title: _____
Date: _____	Date: _____
EDiS Company _____	Owner: _____
Signed By: _____	Signed By: _____
Title: _____	Title: _____
Date: _____	Date: _____



**CHANGE ORDER DETAIL FORM**  
 (Provided by contractor, subcontractor or sub tier contractor)

**DATE SUBMITTED:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME:** Colonial School District – John G. Leach School

**CHANGE ORDER REQUEST #:**

<b>LABOR SECTION</b>			
<b>TRADESMAN(s):</b>	<b>LABOR HOURS</b>	<b>RATE (per schedule)</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>MATERIAL SECTION</b>			
<b>MATERIAL:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>EQUIPMENT SECTION</b>			
<b>EQUIPMENT:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>SUBTOTAL</b>	
<b>SUBCONTRACTOR/ SUB TIER*</b>	
<b>OH &amp; PROFIT (10% on sub/sub tier only)</b>	
<b>BOND COST</b>	
<b>OH &amp; PROFIT (15% on own work)</b>	
<b>GRAND TOTAL</b>	





## LABOR DETAIL FORM

(Provided by contractor, subcontractor, or sub-tier contractor)

**DATE:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME:** Colonial School District – John G. Leach School

**CHANGE ORDER REQUEST #:**

<b>CLASSIFICATION:</b>			
Base Wage Rate:			
Health Insurance			
Holidays			
Sick Days			
Life Insurance			
Disability Insurance			
Dental Insurance			
Company Vehicle			
401K			
Education			
Other ( <i>specify below</i> )			
<b>Subtotal</b>			
<b>Posted Prevailing Rate</b>			
FICA (Social Security & Medicare)			
SUTA (State Unemployment)			
FUTA (Federal Unemployment)			
General Liability Insurance			
Worker's Compensation			
<b>Total Wage Rate</b>			

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SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

- A. The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and profit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

1. 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
  2. For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
  3. Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- B. When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

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SECTION 012900 - PAYMENT PROCEDURES

## 1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 - 2019 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

## 2. REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

## 3. RELATED REQUIREMENTS

- A. Owner-Contractor Agreement.
- B. Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- C. Section 01 31 13: Project Coordination Meetings
- D. Section 01 33 00: Submittal Procedures
- E. Section 01 77 00: Closeout Procedures

## 4. FORMAT AND DATA REQUIRED

- A. Submit itemized applications inputted into Building Blok (EDiS' Web-Based Project Management software), examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- B. Provide itemized data on Continuation Sheet:
  - 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.

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5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

A. Form: AIA Document G702

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

B. Continuation Sheets:

1. Line items of components of Work will be subject to Construction Manager/Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at the start of the job.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.
5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

A. Complete Invoice:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

- B. Number: Submit 3 hard copies of each Building Blok invoice signed and notarized payment application.

END OF SECTION

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SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

- A. An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

- A. Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- B. The representative of the Contractor shall be the Project Manager and field superintendent unless a substitute representative has been approved by the Construction Manager.
- C. Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

- A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- B. At a minimum, the Contractor shall be prepared to discuss the following:
  - 1. Actual vs. as planned progress for the prior two-week period.
  - 2. Planned construction activities for the next four weeks.
  - 3. Contract document clarifications.
  - 4. Coordination items with other contractors.
  - 5. Quality Control.
  - 6. Recently issued change orders.
  - 7. Potential change orders.
  - 8. Submittals and shop drawings.
  - 9. Other items requiring Construction Manager's attention.

END OF SECTION

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SECTION 013119 – PRE-INSTALLATION MEETINGS

## 1. PRE-INSTALLATION MEETINGS

- A. An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

## 2. ATTENDANCE

- A. Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

- B. The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

## 3. SUBMITTALS

- A. Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

## 4. LIST OF REQUIRED MEETINGS

- Sitework – Erosion and Sediment Control
- Sitework
  - Bulk Grading
  - Asphalt Paving
  - Concrete Curbs, Gutters, & Sidewalks
  - Site Utilities
- Landscaping
- Foundations & Concrete Slabs
  - Underslab Utilities
- Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
- Roofing OSHA mandated Safety Meeting

- 
- Building Envelope
    - Exterior Structural Stud Assembly
    - Masonry & Stone
    - Curtain Wall/Glazing/Storefronts
    - Metal Wall Panels
  - Doors/Frames/Hardware
    - Interior Glass and Glazing
    - Keying
  - Finish Carpentry & Millwork
  - Finishes
    - Acoustical Ceilings/Acoustical Wall Panels
    - Paint and VWC
    - Flooring (VCT, Carpet)
    - Terrazzo Flooring
  - Kitchen Equipment
    - Residential Kitchen Equipment
  - Athletic Courts and Equipment
  - Partition Walls
    - Metal Studs
    - Drywall
    - Insulation
    - Doors/Frames/Hardware
  - Loading Dock Equipment
  - Fire Protection
    - Fire Sprinkler Systems
    - Fire Alarm Systems
    - Ansul System
  - MEP Coordination
    - Mechanical Piping Roughin
    - Plumbing Roughin
    - Insulation
    - Electrical Roughin
    - Electrical – Bonding, grounding, lightning protection
    - Automatic Temperature Controls
    - Commissioning
  - Special Systems
    - Voice/Data Low Voltage Wiring
    - Security System
    - Audio-Visual Equipment
  - Owner Furnished Equipment
  - Final Cleaning

## 5. AGENDA

- A. At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:



**G. REVIEW MATERIALS AND DELIVERIES**

**H. REVIEW SCHEDULE AND SEQUENCE OF WORK**

**I. JOB SITE SAFETY (SEE THE CONTRACTOR'S SAFETY PROGRAM OR OSHA)**

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
  - Excavations >4 ft
  - Slips/trips/falls
  - Existing utilities to remain and protected
  - Overhead debris
  - Power tools
  - Heavy equipment

**J. COORDINATION WITH OTHER TRADES**

**K. ACTION ITEMS AND RESPONSIBILITY**

END OF SECTION

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SECTION 013125– WEB-BASED PROJECT MANAGEMENT SYSTEM

## 1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2019 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- E. Use of this project management software will not change any contractual responsibilities of the construction team members.

## 2. DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

## 3. USE OF SYSTEM

- A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.

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- C. In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

#### 4. QUALITY ASSURANCE

- A. A three-hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.
- B. Technical assistance will be provided by on-line help, email, or telephone for all Users throughout the life of the project.

#### 5. SUBMITTALS

- A. Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:
1. Electronic logo of organization (as needed)
  2. Names, mailing address and electronic address of its Users and Contacts.
  3. Designation the role/responsibility for each User

#### 6. SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high-speed internet access and an email address. The computer shall have a high-speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.
- B. License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

#### 7. SYSTEM DESCRIPTION

- A. The web-based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.

- B. The system contains a directory of the project participants.
  - C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
  - D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
  - E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
  - F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
  - G. The system is the product of *Building Blok, LLC* ([www.buildingblok.com](http://www.buildingblok.com)) and will be continuously updated.
  - H. The Construction Manager will administer the Building Blok User accounts for this project.
8. DOCUMENTS CREATED INSIDE THE SYSTEM
- A. The following documents shall be created on templates inside the system.
    - 1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
    - 2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
    - 3. Submittal Log: The CM will maintain submittal log after it is initialized.
    - 4. RFI (Requests for Information)
    - 5. Change Orders
    - 6. RFP (Requests for Proposal)
    - 7. ASI (Architect's Supplemental Instructions)
    - 8. Tasks & Memos as determined by the CM
    - 9. Payment Applications
    - 10. Closeout Tracking Log
  - B. The following documents may, at each Users option, be created on the system.
    - 1. Morning & Afternoon Activity Reports generated by the system
    - 2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
    - 3. Reports of information on the system

4. Project Notices: “Broadcast” messages can be sent to other Users system entry screen.

#### 9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.
  1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect’s action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
  2. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
  3. Schedule of Values/ Payment Applications: (The “pencil” review of these documents can occur inside the system).
  4. Change Orders: (The “pencil” review of these documents can occur inside the system.)
  5. Schedules: The schedule document(s) will be available for review on the system.
  6. Data created in other software may be uploaded to the system electronically.

#### 10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

- A. The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.
  1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
  2. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
  3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
  4. AIA closeout documents, which require an “original” signature, will created and distributed outside the system.

END OF SECTION

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SECTION 013216 - CONSTRUCTION SCHEDULE

## 1. PRE-BID CONSTRUCTION SCHEDULE

- A. Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- B. The Pre-Bid Construction Schedule is a milestone schedule with durations that identify portions of the project that must be completed. This schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum. By submitting a bid, each Contractor is certifying that they can complete their work within the durations, or less time, outlined in the milestone schedule and its bid includes any and all costs associated with the schedule. This includes one Contractor completing their work in conjunction with another Contractor's work (i.e. electrical conduits installed in CMU walls). 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 and subsequently the latest coordinated Project Construction Schedule.

## 2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- A. After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review, the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery, and installation. The Contractor's Work Schedule shall be organized by Area, Building, Phase, and/or Floor as required by the Construction Manager. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences. If the Contractor fails to provide a work schedule for their activities then they will be held to the Project Construction Schedule developed and updated by the Construction Manager.
- B. The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the

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separate work by other contractors, the Owner, and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule.

- C. After all Contractors submit their Work Schedules and the schedules have been incorporated into the overall Project Construction Schedule a Schedule Charrette will be held by the Construction Manager. Each Contractor is required to participate in the Schedule Charrette in order to produce a coordinated Project Construction Schedule. The Construction Manager will have the final authority concerning the sequence of work, priorities or work, and activity durations. The approved coordinated Project Construction Schedule shall be issued to the Contractors and each Contractor shall perform their Work in conformity therewith.
- C. The Contractor shall submit proposed schedule revisions and obtain the written approval of the Construction Manager therefore before deviating from the Project Construction Schedule.
- D. The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary. Each Contractor acknowledges that Construction Manager may modify, change, or alter the sequence, duration, start dates, completion dates to maintain the progress of the work. Contractor agrees to perform the work in accordance with the revised schedules and that modification of the schedule or sequence of the work by the Construction Manager shall not be the basis of any claim by the Contractor for damages or costs.
- E. Weather Delays: The project substantial completion date, shall only be adjusted due to extreme weather conditions that are above and beyond the following “Adverse Weather Days” already accounted for in the Pre-Bid Construction Schedule. These adverse weather days are based on a seven day week and come from the DelDOT Standards:
  - a. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3), September (4), October (3), November (2), and December (6).
  - b. Time extension due to weather must be related to critical path activities.
  - c. Delays due to weather must be reported by the Contractor on the day they occur on the Contractor’s daily report.
  - d. Any time lost during the work week must be made up the same week by overtime and/or working weekends. The Owner will not be responsible for additional costs for overtime.

### 3. ADHERENCE TO THE SCHEDULE

- A. The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment, and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- B. If the Construction Manager determines that the Contractor is behind schedule, the Construction

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Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment, and materials and/or overtime as the Construction Manager may deem necessary. If any work is not started or completed within five (5) calendar days of the schedule date in the latest Project Construction Schedule, the Construction Manager shall have the right to direct the Contractor to expedite their work by whatever means the Construction Manager deems necessary to regain the schedule, without additional compensation to the Contractor. If any work falls behind schedule more than ten (10) days, the Construction Manager shall have the right to perform the work or have the work performed by whatever means the Construction Manager deems necessary. The costs incurred by the Construction Manager in order to "maintain the Project Construction Schedule" shall be reimbursed by the Contractor or Contractors causing the delay. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.

- C. Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a two-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.
- D. Each Contractor must schedule their manpower to work on all available work at a given time. Contractors must not assume that they have an entire work area available at one time or exclusive to their work. Working simultaneously in and around other trades is required. 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.
- E. If a Contractor misses any portion of a workday due to weather, manpower, lack of materials, failure to plan, or scheduling conflicts, they must make-up this lost time on overtime or Saturday. If two or more days are lost in the same work week, the Contractor must work overtime, the immediate Saturday and the Saturdays following the week to make up the lost days. Failure to provide sufficient manpower during the normal week days may result in charges for supervision by EDiS Company, at the discretion of EDiS Company.
- F. All punchlist work and project closeout documentation shall be completed within twenty-one (21) calendar days of the Substantial Completion date. Any open punchlist items after this date will be completed by EDiS Company and back charged to the responsible Contractor.

END OF SECTION

**COLONIAL SCHOOL DISTRICT - JOHN G. LEACH SCHOOL**

ID	Task Name	Duration	Start	Finish	August	Septem	October	Novem	Decemb	January	Februa	March	April	May	June	July	August	Septem	October	Novem	Decemb	January	Februa	March	April	May	June	July	August	Septem	October					
1	<b>Project Milestones</b>	<b>491 days</b>	<b>9/26/25</b>	<b>8/30/27</b>	[Red bar spanning from August 2025 to August 2027]																															
2	Issue Design Documents	0 days	9/26/25	9/26/25			◆ 9/26/25																													
3	Issue Bid Packages	0 days	10/10/25	10/10/25			◆ 10/10/25																													
4	Pre-Bid Meeting	0 days	10/21/25	10/21/25			◆ 10/21/25																													
5	Notice to Proceed	0 days	12/19/25	12/19/25					◆ 12/19/25																											
6	Early Sitework & Utilities Completed	0 days	3/23/26	3/23/26								◆ 3/23/26																								
7	Footing & Foundations Completed	0 days	7/6/26	7/6/26												◆ 7/6/26																				
8	Structural Steel Completed	0 days	8/18/26	8/18/26													◆ 8/18/26																			
9	Roofing Completed	0 days	10/7/26	10/7/26														◆ 10/7/26																		
10	Exterior Façade Completed	0 days	12/31/26	12/31/26															◆ 12/31/26																	
11	Permanent Building Power	0 days	10/7/26	10/7/26																◆ 10/7/26																
12	Building Conditioned	0 days	4/29/27	4/29/27																																
13	Interior Finishes Completed	0 days	6/18/27	6/18/27																																
14	Final Sitework Completed	0 days	6/18/27	6/18/27																																
15	TAB & Commissioning Completed	0 days	6/25/27	6/25/27																																
16	Substantial Completion	0 days	6/25/27	6/25/27																																
17	Certificate of Occupancy	0 days	7/2/27	7/2/27																																
18	Owner Turnover	0 days	8/27/27	8/27/27																																
19	Start of School	0 days	8/30/27	8/30/27																																
20	<b>Subcontractor Procurement</b>	<b>50 days</b>	<b>10/10/25</b>	<b>12/19/25</b>			[Red bar]																													
22	<b>Submittals, Shop Drawing &amp; Material Procurement</b>	<b>238 days</b>	<b>11/25/25</b>	<b>10/30/26</b>			[Red bar]																													
24	<b>Construction</b>	<b>404 days</b>	<b>12/3/25</b>	<b>7/2/27</b>			[Red bar]																													
25	Early Sitework & Utilities	77 days	12/3/25	3/23/26			[Red bar]																													
26	Footings, Foundations, Building Utilities & SOG	73 days	3/24/26	7/6/26				[Red bar]																												
27	Structural Steel	31 days	7/7/26	8/18/26					[Red bar]																											
28	Roofing	35 days	8/19/26	10/7/26						[Red bar]																										
29	Exterior Façade	59 days	10/8/26	12/31/26															[Red bar]																	
30	Interior Finishes	169 days	10/21/26	6/18/27																[Red bar]																
31	Final Sitework	40 days	4/23/27	6/18/27																																
32	TAB & Commissioning	10 days	6/14/27	6/25/27																																
33	Substantial Completion	0 days	6/25/27	6/25/27																																
34	Certificate of Occupancy	0 days	7/2/27	7/2/27																																
35	<b>Project Closeout</b>	<b>44 days</b>	<b>6/28/27</b>	<b>8/27/27</b>																																
37	<b>Owner Turnover</b>	<b>35 days</b>	<b>7/12/27</b>	<b>8/27/27</b>																																
39	<b>Owner Move-In</b>	<b>20 days</b>	<b>8/2/27</b>	<b>8/27/27</b>																																
41	<b>Start of School</b>	<b>1 day</b>	<b>8/30/27</b>	<b>8/30/27</b>																																

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SECTION 013219 - SUBMITTAL REGISTER1. SUBMITTALS/SUBMITTAL REGISTER

- A. The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- B. The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- C. Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- A. Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- B. Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product Identifier.

END OF SECTION

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SECTION 013226 - SUBCONTRACTOR DAILY REPORTS

1. SUBCONTRACTOR DAILY REPORTS

- A. The Subcontractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:
  - 1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
  - 2. Extra Work (Time and Material) in progress.
  - 3. Materials Received.
  - 4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
  - 5. Inspection Checklist (performed daily).
- B. The Subcontractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

- A. The Subcontractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.
- B. A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.
- C. The Subcontractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. SAMPLE DAILY REPORT

- A. A sample daily report follows this section for your reference.

END OF SECTION



# SAFETY FORM: Contractors Daily Report

Project Name: CSD Leach School

Date:

Contractor:

Contract No. & Description:

Weather:

Foreman's Name:

TRADE	CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
TOTAL				

\* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned:

Construction Equipment:

Deliveries or Materials:

Machinery, tools, material, and equipment to be used:

Inspection of work area, machinery, tools, material, or equipment:

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirements is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Below is a general checklist of requirements for this project. Contractors must check off items that pertain to their contract and project tasks. Notify the EDiS Superintendent of any questionable conditions.

**This checklist is not meant to be all inclusive. Please refer to OSHA regulations for compliance.**

### House Keeping

- Material Storage area orderly
- Lighting and ventilation sufficient
- Exits and Stairs have clear passage
- Walkways, corridors have clear passage
- Daily debris /trash removal

### Personal Protective Equipment

- Hard Hats being worn
- Safety Glasses with side shields being worn
- Additional Eye/Face protection
- Respirators as required
- Hand protection as required
- Ear protection as required
- Inspected & Maintained
- Stored properly

### Fire Prevention

- Fire extinguishers inspected / available
- Flammable / Combustibles properly stored
- Approved Fuel cans used and labeled
- Oxygen / Acetylenes stored properly
- Hot work permit (as necessary)
- Fire watch (as necessary)

### Electrical

- GFI in use
- Three prong / double insulated tools
- Flexible cords in good condition
- Tools / Cords inspected before use

### Excavations

- Miss Utility / locating service contacted
- Underground utilities visibly marked
- Properly Barricaded / covered
- Proper access / egress
- Ladders every 25'-0" distance
- Shored, sloped, benched as required
- Hazardous atmospheres tested (as necessary)
- Soil type determined
- Inspected by competent person
- Spoils/equipment 2 ft away
- Dewatering as needed

### Ladders

- Inspected in good condition
- Correct pitch
- Extends 3'-0" above landing
- Opened, locked and secured / tied off
- Non-aluminum ladders used

### Scaffolds

- Qualified Scaffold erector
- Guardrails, toe boards, and planking secured
- Appropriate signage provided
- Adequate cross bracing
- Scaffold training completed as required
- Free of debris
- Falling object protection in place
- Plumb/ level and on firm foundation
- Inspected as required per OSHA

### Cranes

- Rated Load Capacity available in cab
- Swing Radius barricaded
- Appropriate certificates/decals/hand signals
- Daily inspection log completed
- Rigging inspected
- Electrical powerlines identified
- Ground condition reviewed
- Hazards below ground identified
- Fall Zone Monitored / identified

### Fall Protection

- Fall protection plan available
- Harness / shock absorbing lanyard used
- Anchoring points adequate
- Perimeter barrier (as necessary)
- No holes observed
- 6'-0" Fall Protection utilized
- PFAS inspected
- Fall protection training completed

### Paperwork

- SDS Information available
- Contractors Safety Policy provided & available
- Training Documentation as required

### Other

- Drinking water provided
- CPR trained person on-site
- Trained operators utilizing equipment
- Working audible alarms on vehicles as required

Competent Person:

Print Name \_\_\_\_\_

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SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

2. ITEMS TO BE SUBMITTED AT START OF WORK

- A. Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- B. Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- C. Contractor’s License: Submit a copy of all business licenses required by local and state agencies.
- D. Contractor’s Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- E. Contractor’s Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- F. Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.
- G. Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

- A. Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- B. If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

- A. See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

## 5. SUBMITTALS

- A. All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.
- B. Prepare a Submittal's Schedule for Shop Drawings, Product Data and Samples. Show:
  - 1. The dates for Contractor's submittals.
  - 2. The dates submittals will be required for Owner-furnished products.
  - 3. The date approved submittals will be required from the Architect.
- C. Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

## 6. SHOP DRAWINGS

- A. Conform to provisions in General Conditions applying to Shop Drawings.
- B. Present in a clear and thorough manner.
  - 1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
  - 2. Maximum sheet size: 30" x 42".

## 7. PRODUCT DATA

- A. Conform to provisions in General Conditions applying to Product Data.
- B. Preparation:
  - 1. Clearly mark each copy to specifically identify products or models pertinent to project.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- C. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
  2. Supplement standard information to provide information specifically applicable to the Work.
8. SAMPLES
- A. Conform to provisions in General Conditions applying to Samples.
  - B. Provide samples of sufficient size and quantity to clearly illustrate:
    1. Functional characteristics of the project, with integrally related parts and attachment devices.
    2. Full range of color, texture and pattern.
  - C. Field samples and mock-ups; See requirements, if any, in other specification Sections.
9. SUBMITTAL REQUIREMENTS
- A. Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other Subcontractor.
  - B. Number of submittals required.
    1. Shop drawings: Submit digital working copies for each submittal on Building Blok. Digital copy will be marked up with corrections and comments, stamped and returned. Any hard copies required by the Subcontractor shall be made by him from the stamped returned digital copy.
    2. Product Data: Submit digital working copies for each submittal on Building Blok. Digital copy will be marked up with corrections and comments, stamped and returned. Any hard copies required by the Subcontractor shall be made by him from the stamped returned digital copy.
    3. Samples: Submit three (3) each. Contractor is to submit a submittal form and cover sheet with pictures of the samples on Building Blok for the design team to review and comment. When approved it will be returned to the Construction Manager to be retained at the site for reference use.
  - C. Submittals shall contain:
    1. The date of submission and the dates of any previous submissions.
    2. The Project title and number.
    3. Contract identification.

4. The names of the Contractor, Supplier and Manufacturer.
  5. Identification of the product, with the specification section number.
  6. Field dimensions, clearly identified as such.
  7. Relation to adjacent or critical features of the Work or materials.
  8. Applicable standards, such as ASTM or Federal Specification numbers.
  9. Identification of deviations from Contract Documents.
  10. Identification of revisions on resubmittals.
  11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
  12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.
- D. Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.
- E. All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

#### 10. RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
- B. Shop drawings and Product Data:
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  2. Indicate any changes which have been made other than those requested by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

#### 11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

- A. The Construction Manager will receive and log submittals and forward to Architect after processing.

- B. The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
  - 1. Contractor that made submittal.
  - 2. Jobsite File.
  - 3. Record Document File.
  - 4. Other Contractors, as required for coordination.
- C. The Construction Manager will distribute samples as required.
- D. The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
  - 1. Subcontractors.
  - 2. Suppliers.
  - 3. Fabricators.

## 12. SCHEDULE OF VALUES

- A. Use AIA Document G703, Continuation Sheet to G702.

## 13. PROGRESS SCHEDULE

- A. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar chart for each trade or operation.
  - 2. Horizontal time scale: Identify the first work day of each week.
  - 3. Scale and spacing: To allow space for notations and future revisions.
  - 4. Minimum sheet size 11 inches by 17 inches.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Show the complete sequence of construction by activity.
- D. Show the dates for the beginning, and completion of, each major element of construction such as:
  - 1. Site clearing.

2. Site utilities.
  3. Foundation work.
  4. Structural framing.
  5. Subcontractor work.
  6. Equipment installation.
- E. Show projected percentage of completion for each item as of the first day of each month.
- F. Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
- G. Indicate progress of each activity to date of submission.
- H. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
  2. Activities modified since previous submission.
  3. Revised projections of progress and completion.
  4. Other identifiable changes.
- I. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays and the impact of the schedule.
  2. Corrective action recommended, and its effect.
  3. The effect of changes on schedules of other prime contractors.
- J. Submit one reproducible transparency.
- K. After review, distribute copies of the schedule to:
1. Jobsite File.
  2. Subcontractors.
  3. Architect.

4. Owner.
  - L. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

Contractor:

Contract #: \_\_\_\_\_

Project Name: CSD – Leach School

To:

The following submittal (s) for the Architect's Review and Approval:

Shop Drawings  Product Data  Samples  Samples  Other (Identify)\_\_\_\_\_

Design Data  Calculations  Certificates  Coordination Drawings  Reports

Qualification Statements  Other (Identify)\_\_\_\_\_

No. of Copies	Date	Submittal Number	Spec. Section #	Description of Submittal Items	Requested Return Date	EDIS Submittal Number (by EDIS)

Deviations from Contract Documents requirements are identified as follows: \_\_\_\_\_  
 \_\_\_\_\_

Remarks: \_\_\_\_\_

We hereby certify that \_\_\_\_\_ (Contractor) \_\_\_\_\_ has reviewed and approved submittals transmitted herewith for compliance and conformance with requirements of the Contract Documents.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the Contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The background check cannot be any older than 1 year prior to the date of the contract between the Contractor and the Owner. The Construction Manager, the Owner's representative and the Owner have the right to request that the screening data be submitted on a case-by-case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Date

Project Manager  
EDiS Company  
110 South Poplar Street  
Wilmington, DE 19805

RE: INSERT PROJECT NAME - Certification of Background Checks

Dear \_\_\_\_\_:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

If you require any additional information you may contact **INSERT POINT OF CONTACT, PHONE NUMBER AND EMAIL ADDRESS.**

Sincerely,

Company

NAME  
TITLE

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SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety activities and programs in connection with their Work.
- B. Contractor shall be responsible for the safety of their personnel as well as their subcontractors.
- C. Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments worn on the outer layer of clothing, and work boots.

2. SAFETY PROGRAM

- A. Prior to commencing the work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of SDS information in a 2" ringed notebook. One paper copy of the safety program and SDS will be retained by the Construction Manager in the field office.
- B. The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be project and site specific. Every Contractor shall implement and enforce its safety program, in accordance with all OSHA, Federal, State, and local laws.
- C. Crystalline Silica Exposure Control Plan - Affected Contractors must provide a Written Exposure Control Plan for Respirable Crystalline Silica, meeting Subpart Z of the OSHA Construction Industry Regulations, that ensures each employee covered by this section of the Regulations can demonstrate knowledge and understanding meeting the requirements of the regulation, identify the competent person designated by the employer in accordance with the section, and otherwise comply with the requirements of this section of the Regulations.
- D. Every Contractor shall designate a qualified Safety Supervisor and Alternate to implement the safety program. If during the progress of the work the Safety Supervisor is not performing their duties in a manner satisfactory to the Construction Manager the Contractor will designate a new qualified Safety Supervisor.
- E. Every Contractor shall furnish the names and qualifications of the Primary and Alternate competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection,

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confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.

- F. The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.
- G. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records shall be provided when necessary.
  - 1. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.
- H. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to the Superintendent, verifying inspection of work area, machinery, equipment, and tools.
- I. Prior to starting work on-site, the Contractor shall arrange with the on-site Superintendent to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- J. Every Contractor shall hold, at a minimum, weekly safety toolbox talks with all its employees every Monday at 12:30 PM. Every Contractor shall designate a responsible, qualified, and capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

### 3. SUBSTANCE ABUSE POLICY STATEMENT

- A. The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager work sites. The Policy is as follows:
  - 1. It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
  - 2. It is a violation for employees and Contractors' employees to report to work while influenced

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- by illegal drugs or alcohol.
3. It is a violation for employees and Contractors' employees to use prescription drugs illegally (i.e., to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.
  4. Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.
- B. Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.
4. EXECUTION
- A. Every Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Every Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders, or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by the Contractor and may be deducted from any payments due Contractor.
  - B. The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.

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- C. The Contractor / Sub-contractor shall prepare a written Job Hazard Analysis (JHA) common to the construction industry for any work of a high risk nature. This JHA will be prepared and signed by each work crew each day prior to starting work on a specific area of work and any time a crew is re-assigned to a new work task. The JHA form is generally in table form and simply describes tasks to be performed, potential hazards and mitigating measures. The form is used to identify, analyze, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations. Each employee associated with the work to be performed shall be instructed by their companies designated Competent Person of the safety measures listed on the form and shall sign the document prior to the commencement of work. (examples of "high risk": pre-cast concrete, scaffold activities, steel erection, work at heights, work at depths, road work, etc.) If the contractor prepares a similar assessment form it must be reviewed to meet the criteria of a Job Hazard Analysis (JHA) as described by the U.S. Department of Labor (OSHA 3071 2002 Revised).
- D. The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- E. Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- F. The Contractor's Superintendent or Safety Supervisor shall ensure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- G. Every Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- H. Contractor certifies that the forgoing terms shall be made applicable to all Contractors' subcontractors, suppliers, materialmen, or anyone furnishing labor and/or materials to the site.
- I. Every Contractor shall continue to educate their job Safety Supervisor or Superintendent of their responsibilities, which shall include:
1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.

2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
  3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
  4. Acquainting its workers and subcontractors with all applicable safety requirements and ensuring that they are enforced.
  5. Setting a good example for their workers.
  6. Making a complete investigation of incidents to determine facts necessary to take corrective action.
  7. Promptly completing an “Incident Investigation Form” with his Supervisor’s assistance and distributing as required.
  8. Holding weekly “tool box” safety meetings with their employees to:
    - a. Discuss observed unsafe work practices or conditions including a review of current foreman meeting and progress meeting reports.
    - b. Review each incident with their employees and discuss correction of incident root causes.
    - c. Encourage safety suggestions from his men.
  9. Seeing that prompt medical treatment is administered to an injured employee.
  10. Correcting or reporting immediately to project superintendent any observed unsafe conditions, practices or violations of job safety or security.
  11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.
5. SAFETY MEETINGS
- A. The Contractor’s Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed, and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

- A. The Contractor shall schedule weekly “tool box” safety sessions to be held by their project safety supervisor or competent person / superintendent for all their employees.
- B. A member of the Contractor’s management staff shall periodically attend “tool box” safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- A. Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
- B. Contractors shall promptly complete an incident investigation report of all incidents.
- C. A record of all “tool box” safety sessions shall be made and submitted to the Construction Manager.

8. SAFETY REPRESENTATIVE

- A. The Construction Manager (CM) may employ the services of a Safety Representative on the project.
- B. The CM Safety Representative will visit the job site on a weekly basis, or as necessary, to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. The CM Safety Representative is not responsible for observing and documenting all possible safety violations. The Contractors’ Safety Representatives, Safety Supervisors, or Superintendents shall attend job site safety inspections with the CM Safety Representative.
- C. The CM Safety Representative will prepare a written report at the end of each inspection listing the safety violations observed during the inspection. This report will be distributed to all Contractors. Contractors will immediately correct all safety violations and provide written documentation to the CM verifying that all hazards have been corrected.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- A. The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
  - 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
  - 2. If the Contractor has been notified by the Construction Manager in writing that he is in

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- violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- B. If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
  - C. If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in a habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- A. The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a job site emergency.
- B. Contractors shall assemble all their personnel and account for all employees. Contractors must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

- A. Contractors are responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.
  - 1. All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.
    - a. Workers constructing or working near leading edges must be protected.
    - b. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
    - c. Employees working from scaffolds shall be guarded / protected from falling 6 feet (6') above next lower level.
    - d. Brick layers performing overhand bricklaying and related work six feet (6') or higher above

lower levels must be protected from falls.

- e. Roofers must comply with OSHA regulations for roof work.
  - f. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
  - g. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
  - h. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- B. Contractor shall provide their own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA regulations.
- C. Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e., harness/lanyard.
- D. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Superintendent. It shall be the responsibility of each Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each Contractor shall be responsible to re-install the Safety Cable System in accordance with OSHA regulations.
- E. Fall protection will be enforced for Structural Steel Erectors.
- 1. Contractors engaged in structural steel erection are specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
    - a. Standard guardrail system.
    - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. PFAS must meet the requirements of CFR 1926 subpart M.
    - c. Access to work area shall be provided by ladders or other safe methods. There shall be

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sufficient number of ladders, or other safe methods, available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.

- d. Steel erection Contractors must, at all times, be able to certify in writing that each of their employees have been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
- e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

## 12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractors must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.
- C. The Contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health, environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

## 13. CELL PHONE AND RADIO USE POLICY

- A. Use of cell phones on EDiS Company projects should be limited to non-construction type activity areas and away from active construction areas (i.e., project office). This includes both cell phone use and the review of data, information, texts, and the internet. Except in an emergency circumstance, phones should only be used in the designated areas. Anyone observed using a cell phone outside of these designated areas without regard to maintaining a safe focus on their surroundings can be subject to discipline, up to and including removal from the project. Use of ear buds, ear phones, and portable radios are absolutely prohibited on EDiS Company project sites. Anyone using ear buds, ear phones, or any other device that would prevent the wearer from receiving auditory cues about the surrounding environment will be subject to discipline, up to and including removal from the project.

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14. EXCAVATION PROCEDURES

- A. Before ANY excavation work is to commence, the Contractor/Excavator shall contact the utility companies or utility owners and advise them of the proposed work and ask them to mark the location of the underground utility installations. This notification shall be done within established or customary local response times. If the work is on private property and the utility company will not mark out the utilities, the Contractor/Excavator will hire a private locating service to mark the utilities. Once the utilities are located and marked, the Contractor/Excavator will excavate by hand or use a vacuum truck to expose the utilities and record the exact location and elevation of the utilities.
- B. The Contractor/Excavator must submit the Excavation Permit to EDiS Company verifying their assurance of communication with the utility companies or utility owners. The Contractor/Excavator must follow State, Local, and Federal Guidelines prior to proceeding with excavations. The Contractor/Excavator will have these marks restored as long as there is work to perform.
- C. Once the Contractor has installed new utilities, they will provide to EDiS Company an as-built drawing, within 7 days, showing the exact location and elevation of the utilities. The installing Contractor will be responsible for locating and marking these utilities for other contractors that may have work in the same area.
- D. Definition: "Excavator" shall mean any person, including those acting either as an employer or employee, intending to perform or performing excavation or demolition work.
- E. Definition: "Excavate" or "Excavation" shall mean any operation in which earth, rock or other material in the ground is moved, removed, or otherwise displaced or disturbed by means of any tools, equipment or explosives and includes, without limitation, grading, trenching, digging, dredging, ditching, drilling, auguring, tunneling, boring, backfilling, post pounding, driving objects into the ground, installation of form pins, hammering, scraping, cable or pipe plowing or driving.

15. TRAFFIC CONTROL PROCEDURES: Manual on Uniform Traffic Control Devices (MUTCD)

- A. Traffic control plan(s) for the work may be required by the Authorities Having Jurisdiction (AHJ). Traffic control plans, if required, shall be prepared per AHJ standards, at the Contractor's expense, for review and approval by the AHJ. (Note: anything on a public right of way controlled by the state will require an engineer's stamp.) The implementation of the traffic control plan and any associated maintenance shall be performed at the Contractor's expense in accordance with the requirements of the AHJ. All warning signs and safety devices used by the Contractor to perform the work shall conform to the requirements contained in the State where the work is being performed, and the Department of Transportation's current edition of "Manual on Uniform

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Traffic Control Devices”. The Contractor shall also be responsible for all traffic control required by the AHJ over the Project on the intersecting streets.

- B. Contractors must submit a traffic control plan to the AHJ over the project for approval within fourteen (14) calendar days of Contract award. The approved traffic plan must be submitted prior to the commencement of work in a public street. The Contractor’s representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the Department of Transportation for safety through construction zones. All of the streets in which the work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the AHJ. Businesses and residences adjacent to the work shall be notified forty- eight (48) hours in advance of closing of streets, roadways, driveways, etc. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of- ways unless otherwise approved. These requirements shall not authorize any extension of time for performance of this Contract.

#### 16. SCAFFOLDING PROCEDURES

- A. A written project specific scaffold inspection checklist must be completed by the Contractor’s competent person responsible for inspecting the scaffolding before each work shift, and after any occurrence which could affect a scaffold’s structural integrity. A copy of the documented scaffold inspection checklist must be maintained by each company performing work on a scaffold and a second copy provided for record to the EDiS project office.
- B. Contractors are required to ensure that all employees working on or around scaffolding are properly trained. Contractors shall provide documented verification of scaffold training upon request.
- C. Scaffold erectors and dismantlers are required to wear fall protection during the erecting, modifying and dismantling scaffolds. In cases where fall protection is infeasible or creates a greater hazard, the competent person shall document their decision at each specific location of scaffold assembly. At minimum, the scaffold erectors and dismantlers shall wear a fall protection harness during the erection, modification and dismantling of scaffolds.
- D. Contractors shall utilize a scaffold tag system. The scaffold tag system shall be color coded and visible. The competent person shall sign and date the scaffold tag.
1. Green tags are reserved for complete systems.
  2. Red tags are reserved for erection/dismantling activities and for scaffolds with deficiencies in the system.

3. Yellow tags are reserved for systems that require the use of both PFAS and guardrail systems for incomplete scaffold systems or platforms.

END OF SECTION

**CONTRACTOR**

**COMPETENT / QUALIFIED PERSON DESIGNATION LOG**

**Project: CSD - Leach School**

**Field Manager:**

Contract: Contractor:	Applicable to Subcontractor ( yes / no)		Foreman	Competent Person (if not foreman)
<b>Subpart C-General Provisions</b>				
1926-20 General Safety				
<b>Subpart D - Health and Environmental Controls</b>				
1926-53 Ionizing Radiation				
1926-55 Gases, Vapors, Fumes, Dusts, Mists				
1926-57 Ventilation				
1926.59 Hazard Communication				
1926.62 Lead				
<b>Subpart E - Personal Protective Equipment</b>				
1926.101 Hearing				
1926.103 Respirator Protection				
<b>Subpart H - Materials Handling, Storage</b>				
1926.251 Rigging Equipment for Material Handling				
<b>Subpart J - Welding and Cutting</b>				
1926.354 Welding, Cutting and Heating				
<b>Subpart K - Electrical</b>				
1926.404 Wiring Design and Protection				
<b>Subpart L - Scaffolding</b>				
1926.451 Scaffolding				
<b>Subpart M - Fall Protection</b>				
1926.502 Fall Protection Criteria and Practices				
1926.503 Training				
<b>Subpart N - Cranes, Derrick -Redesignated 1926.1501</b>				
<b>Subpart O - Motor Vehicles and Equipment</b>				
1926.601 Motor Vehicles				
<b>Subpart P - Excavations</b>				
1926.651 Specific Excavation Requirements				
1926.652 Requirements to Protective Systems				
<b>Subpart S - Tunnels, Shafts, Caissons</b>				
1926.800 Tunnels, Shafts, Caissons				
1926.803 Compressed Air				
<b>Subpart T - Demolition</b>				
1926.850 Preparatory Operations				
1926.852 Chutes				
1926.859 Mechanical Demolition				
<b>Subpart V - Power Transmission and Distribution</b>				
1926.955 Overhead Lines				

Contract: Contractor:	Applicable to Subcontractor ( yes / no)		Foreman	Competent Person (if not foreman)
<b>Subpart X - Stairways and Ladders</b>				
1926.1053 Ladders				
1926.1060 Training Requirements				
<b>Subpart Z - Toxic and Hazardous Substances</b>				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

### **Certification of Training Documents to be Submitted with Safety Policy/Program**

Provide a certification of training for employees on your safety program.

Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a.  Scaffold: 1926.454
- b.  Fall Protection 1926.503
- c.  Crane Operator: 1926.1427
- d.  Signal person (this is for any persons connecting material or equipment for lifting): 1926.1428
- e.  Crane maintenance: 1926.1429
- f.  Steel erection fall protection: 1926.761
- g.  Respiratory protection (medical clearance and training records complying with 1910.134
- h.  Powder-actuated tools: 1926.302
- i.  Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

<b>Work Area:</b>		<h1>JOB HAZARD/RISK ANALYSIS</h1>
	<b>Site:</b> CSD Leach School	
	<b>Company:</b>	

<b>Describe Activity:</b>		<b>Date:</b>	
<b>Completed By:</b>			

<b>Work Process and Tasks</b> <i>Describe the tasks / steps involved</i>	<b>Hazards Identified for each Task / Step</b>	<b>Risk Level</b> <i>High – Medium</i>	<b>Control / Safe Work Procedures for each Task</b> <i>Controls to be implemented (consider the hierarchy of hazard controls)</i>

<b>Checklist for Guidance</b>		
• Does Task effect other trades?	• Any overhead and / or underground utilities?	• What type of PPE will be used?
• Any Fall Conditions greater than 6 feet?	• What are the potential “hazards”?	• How can the “hazard” be eliminated?
• Have employees been trained in the assignment? (e.g. fall protection, scaffold, excavation, etc..)	• What “hazards” are present?	• Excavation Safety System to be used?

<b>Competent Person / Supervisors Comments</b>	<b>Date:</b>

Employee Name:	<b>Competent Person Signature:</b>

<b>Work Area:</b>		<b>JOB HAZARD/RISK ANALYSIS</b>
<b>Site:</b>	CSD Leach School	
<b>Company:</b>		

**BIM PROJECT EXECUTION PLAN  
FOR  
COLONIAL SCHOOL DISTRICT  
JOHN G. LEACH SCHOOL**

**2460 BEAR CORBITT ROAD  
NEW CASTLE, DE 19720**

DEVELOPED BY AMP CONSULTING  
OCTOBER 31, 2025



Please direct any questions about this Plan to AMP Consulting:  
Christopher Donahue  
AMP Consulting, BIM Manager  
302-421-2963  
[cdonahue@ampconsulting.build](mailto:cdonahue@ampconsulting.build)



**BIM PROJECT EXECUTION PLAN  
FOR  
JOHN G. LEACH SCHOOL  
DEVELOPED BY AMP CONSULTING  
OCTOBER 31, 2025**

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## 1.0 BIM PROJECT EXECUTION PLAN OVERVIEW

A BIM Project Execution Plan outlines the overall vision along with implementation details for the team to follow throughout the project. To effectively integrate BIM into a project, it is important for the project team to develop a detailed execution plan for BIM implementation. The overarching goal for a BIM Project Execution Plan is to stimulate and direct additional communication and coordination by the team members during all phases of a building project.

The BIM Project Execution Plan for this project will be developed using the BIM Project Execution Plan Template provided in the early design phase of the project and then submitted to the for approval. The BIM Project Execution Plan will work in conjunction with the BIM Addendum; any revisions to the BIM Addendum should be reflected within the project specific BIM Project Execution Plan (BIM Plan).

### Purpose:

- To successfully implement Building Information Modeling (BIM) on the project.
- To define uses for BIM on the project (e.g. building systems analysis, cost estimating, and design coordination).
- To describe the process for executing BIM throughout the project lifecycle.
- To ensure JOHN G. LEACH SCHOOL receives the end product they expect and are able to put it to use in the future.

### Goals for BIM Process:

- Sharing of the Revit model between all parties of the design and construction team for review every two weeks after the middle of the Design Development Phase.
- Use of the ICon lab in the middle to end of the Design Development phase and in the beginning of the Construction Documents phase for the purpose of immersing the JOHN G. LEACH SCHOOL user group in to proposed modelled spaces for review of space and materials.
- Ownership and Use of BIM Model and Database
- The BIM model is the property of STUDIO JAED and will be shared with the Design-Build team.

This BIM Model is an instrument of service and is considered to be a component of Design and Construction Documents without exception. In addition, each Model Element Author (MEA) contributing to the BIM model(s) and database agrees to provide all project stakeholders and JOHN G. LEACH SCHOOL (Owner) a non-revocable, exclusive license to utilize any and all intellectual property provided by each MEA contained within this BIM for the sole purpose of completing the design, construction and other uses as stipulated and/or implied by the executed Owner/ Professional Agreement and Owner/Contractor Agreement for this project.

## 1.1 RECORD MODEL & AS-BUILT MODEL DEVELOPMENT PROCESS

The following process is defined for the Record Model and the As-Built Model. Specific details to be confirmed by the project team:



- STUDIO JAED is responsible for the initial Design Intent Model. AMP Consulting is responsible for the initial Means & Methods Model.
- STUDIO JAED is to provide the coordinated Design Intent Model to AMP Consulting to be used for the creation of the Means & Methods Model.
- AMP Consulting will update the Means & Methods Model with all as-built conditions to form the As-Built Model deliverable in Revit.
- STUDIO JAED will revise the Design Intent Model with all design revisions (architectural, structural, and MEP) to form the Record Model deliverable in Revit.
- AMP Consulting will transition the Revit Model to Revizto 5.
- All 2D Record and As-Built Documents will be produced from their respective models.

## 2.0 PROJECT INFORMATION

### 2.1 PROJECT OVERVIEW INFORMATION

<b>Facility Owner</b>	Colonial School District
<b>Project Name</b>	JOHN G. LEACH SCHOOL
<b>Project Location</b>	2460 Bear Corbitt Road New Castle, De 19720
<b>Contract Type/Delivery Method</b>	

### 2.2 PROJECT NUMBERS

PROJECT INFORMATION	PROJECT NUMBER
JOHN G. LEACH SCHOOL Building Number	
STUDIO JAED Job No.	
AMP Consulting Job No.	

### 2.3 PROJECT DESCRIPTION

EDiS Company retained AMP Consulting to provide BIM/VDC services on JOHN G. LEACH SCHOOL project. AMP Consulting will manage the BIM/VDC work during design and construction. AMP Consulting will provide a full-time in-house BIM manager and BIM Coordination on the project team.

### 2.4 ADDITIONAL PROJECT INFORMATION

- Operations and Maintenance are under the auspice of JOHN G. LEACH SCHOOL



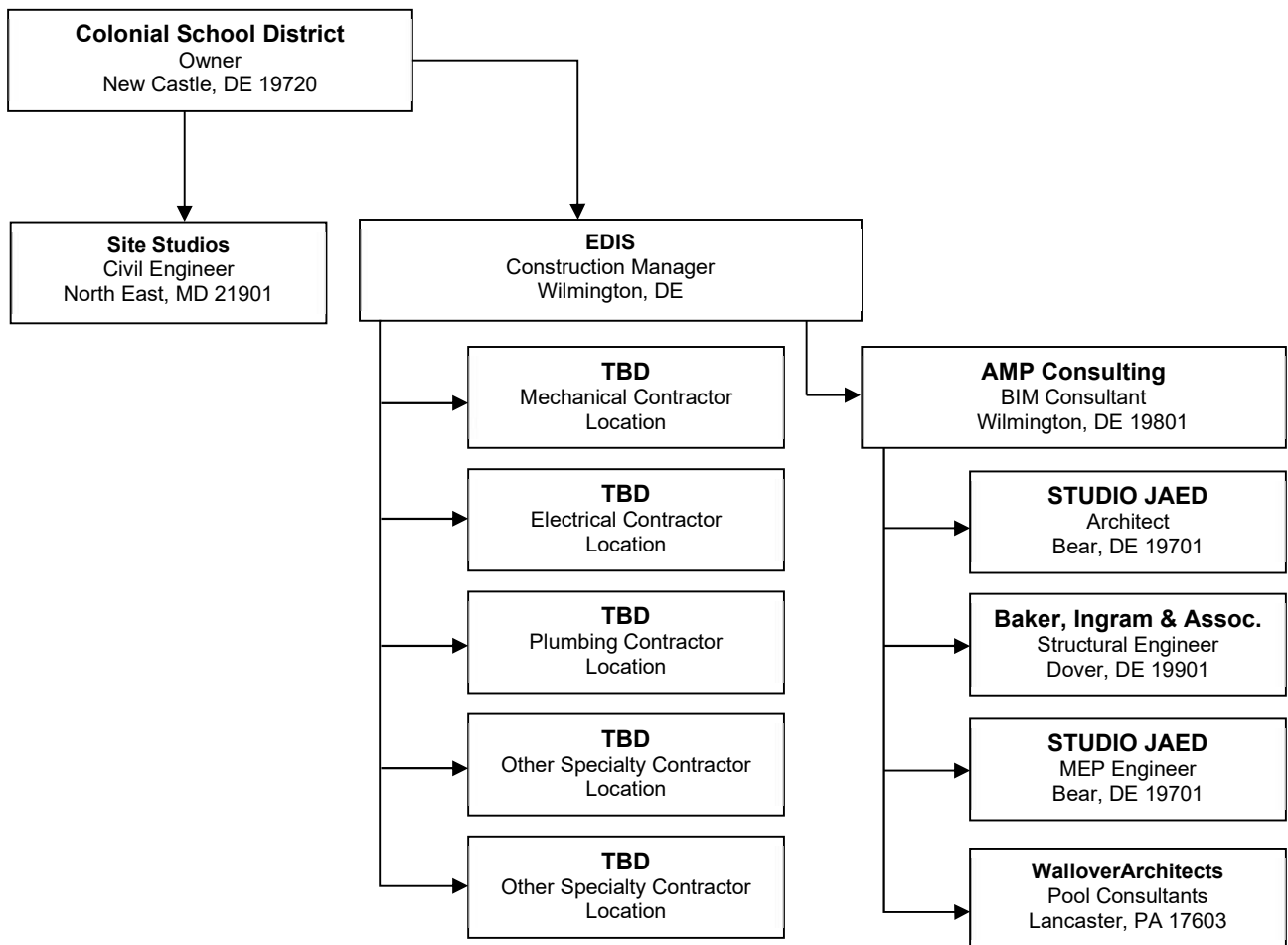
Colonial School District  
John G. Leach School  
BIM PROJECT EXECUTION PLAN

2.5 PROJECT MILESTONES

PROJECT MILESTONE	ESTIMATED START	ESTIMATED COMPLETION	REVISE BIM PLAN	INVOLVED PROJECT STAKEHOLDERS
Construction	12/19/25	07/02/27	N/A	EDiS
Project Closeout	07/05/27	08/09/27	N/A	EDiS

3.0 KEY PROJECT CONTACTS

3.1 ORGANIZATION CHART



Colonial School District  
John G. Leach School  
BIM PROJECT EXECUTION PLAN

### 3.2 JOHN G. LEACH SCHOOL PROJECT STAKEHOLDERS

The following client team staff members are providing leadership for BIM execution on behalf of Colonial School District:

ORGANIZATION	ROLE	NAME	EMAIL	PHONE
EDiS Company	Project Manager	Jason Hartman	<a href="mailto:jhartman@ediscompany.com">jhartman@ediscompany.com</a>	302-421-5700
AMP Consulting	BIM Director	Christopher Donahue	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a>	302-893-0492

### 3.3 DESIGN TEAM PROJECT STAKEHOLDERS

The following consultants are providing professional services for this project. For each firm, key leadership personnel listed includes Principals, Managers, Architect/Engineers, and Designers. BIM Managers/Coordinators are also listed below. This list will be updated as needed as additional team members are assigned to the project. Members of the Design Team include:

ORGANIZATION	ROLE	NAME	EMAIL	PHONE
JOHN G. LEACH SCHOOL	Owner Representative	Andrew Moffett	<a href="mailto:Andrew.moffett@colonial.k12.de.us">Andrew.moffett@colonial.k12.de.us</a>	302-323-2700
EDiS Company	Construction Manager	Jason Hartman	<a href="mailto:jhartman@ediscompany.com">jhartman@ediscompany.com</a>	302-421-9159
AMP Consulting	BIM Director	Christopher Donahue	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a>	302-893-0492
STUDIO JAED	Architect	Paul Guggenberger	<a href="mailto:guggenbergerp@studiojaed.com">guggenbergerp@studiojaed.com</a>	302-832-1652
Baker Ingram	Structural Engineer	Jason Moore		302-734-7400
STUDIO JAED	MEP Engineer	Brian Zigmond	<a href="mailto:zigmondb@studiojaed.com">zigmondb@studiojaed.com</a>	302-832-1652
Site Studios	Civil Engineer	Brian Morgan	<a href="mailto:bmorgan@sitestudiosinc.com">bmorgan@sitestudiosinc.com</a>	443-553-5455
Walloverarchitects	Pool Consultants			

### 3.4 CONSTRUCTION TEAM PROJECT STAKEHOLDERS

The following construction specialists are providing professional services for this project during both the design and construction phases. This list will be updated as needed as additional team members are assigned to the project. Members of the Construction Team include:



Colonial School District  
John G. Leach School  
BIM PROJECT EXECUTION PLAN

ORGANIZATION	ROLE	NAME	EMAIL	PHONE
EDiS Company	Construction Manager	Jason Hartman	<a href="mailto:jhartmane@ediscompany.com">jhartmane@ediscompany.com</a>	302-421-9159
AMP Consulting	BIM Director	Christopher Donahue	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a>	302-893-0492

### 3.5 OWNER CONTRACTED CONSULTANTS

The following construction specialists are providing professional services for this project during the design phase and construction on behalf of EDiS Company as a sole source provider.

ORGANIZATION	ROLE	NAME	EMAIL	PHONE
AMP Consulting	BIM Director	Christopher Donahue	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a>	302-893-0492
AMP Consulting	BIM Coordinator	Rodger Breeding	<a href="mailto:rbreeding@ampconsulting.build">rbreeding@ampconsulting.build</a>	302-421-2942

## 4.0 ORGANIZATIONAL ROLES AND STAFFING

### 4.1 BIM MODEL MANAGER

The BIM Model Manager shall have sufficient BIM experience for the size and complexity of the project and shall have relevant proficiency in the proposed BIM authoring and coordination software. The BIM Model Manager shall serve as the main point of contact with EDiS Company/AMP Consulting and the project team for BIM related issues.

During each phase of a JOHN G. LEACH SCHOOL project, the model manager is required, but not limited to:

- Ensure completeness and accuracy for BIM Plan
- Ensure completeness and accuracy for overall project model
- Coordinate all updates for individual models, specialized models, and databases

#### 4.1.1 RESPONSIBILITES DURING PLANNING AND DESIGN

- Act as lead contact for BIM related issues with all relevant project stakeholders and manage collaboration between all parties
- Lead the process of BIM Plan development as per requirements of the BIM Addendum
  - Ensure project stakeholder compliance with the EDiS Company/AMP Consulting approved BIM Plan



- Develop, coordinate, publish, and verify all necessary configurations required for seamless integration of BIM Model(s) and facility data
- Facilitate the transfer of information on the file sharing exchange protocol
  - Assure that the design deliverables specified in the contract are provided in accordance with the required formats
  - Determine the project BIM geo-reference point(s) and assures all technical discipline models are properly referenced
  - Maintain BIM Model(s) and facility data standards and requirements
  - Assure proper BIM derived 2D documents conforms with the Design and Construction Standard
  - Coordinate with project team to assure creation of required final BIM deliverables at project turnover
  - Coordinate with the for facility management data and file exchange as needed
  - Lead meetings with lead BIM technicians and project BIM Team
  - Assemble composite design model for coordination meetings
  - Facilitate use of composite design models in design coordination/clash detections meetings and generate detection reports by the identification and resolution of all hard and soft collisions within the BIM Model(s)
  - Perform design reviews to test design in compliance with functionality and constructability requirements

#### 4.1.2 RESPONSIBILITIES DURING PRECONSTRUCTION AND CONSTRUCTION

- Act as lead contact for BIM related issues with all relevant project stakeholders and manage collaboration between all parties
- Perform model checks and deliver full report on the model/document properly.
- Maintain and revise BIM Plan with additional construction information on an as needed basis
  - Ensure project stakeholder compliance with the EDis Company/AMP Consulting approved BIM Plan
  - Develop, coordinate, publish, and verify all necessary configurations required for seamless integration of BIM Model(s) and facility data during construction
- Coordinate and maintain the transfer of information on the file sharing exchange protocol
  - Coordinate the exchange of BIM model(s)and facility data between the Design Team and construction trades
  - Coordinate any field revisions that have been documented and updated to the Design Model with the Design Team in a timely manner
  - Coordinate with Lead BIM Technicians to integrate 3D fabrication models with the updated design model to ensure compliance with project deliverables
  - Maintain accurate As-Built/Record Model



- Coordinate with contractor, design team, and commissioning agent to verify facility data before project turnover
- Coordinate with the facility management data and file exchange as needed
- Lead meetings with lead BIM technicians and project BIM Team
  - Assemble composite construction model for coordination meetings
  - Facilitate use of composite trade models in construction coordination/clash detections meetings and generate detection reports by the identification and resolution of all hard and soft collisions within the BIM Model(s)
  - Coordinate construction sequencing and scheduling activities and assure they are integrated with the relevant BIM Model(s) and facility data
  - Perform constructability reviews

#### 4.1.3 RESPONSIBILITIES DURING POST CONSTRUCTION

- Meet with facilities management group for review of turnover documents
- Finalize BIM As-Built/Record Model and facility data
- Verify model accuracy and completeness in accordance to Owner Requirements
- Facilitate the transfer of information on the file sharing exchange protocol
- Hand over
- BIM As-Built/Record Model(s) and facility data to for use in operations

#### 4.2 DISCIPLINE LEAD BIM TECHNICIANS

Each major design discipline and subcontractor shall assign an individual to the role of lead BIM Technician for the duration of the project. These individuals shall have the relevant BIM experience required by the complexity of the project. As a minimum, the Lead BIM Technician would have the following responsibilities for their discipline:

- Act as Lead BIM contact for the duration of the project
- Maintain and manage integrity of model, including:
  - Coordinate BIM development, standards, data requirements, etc. as required
  - Lead the technical BIM team in its documentation and analysis efforts
  - Exchange files between other disciplines
  - Upload and maintain models to file exchange server
  - Prepare model for review, as required
- Ensure development and documentation of clash resolution
  - Maintain a continuous interface with the BIM Model Manager
  - Participate in coordination and BIM technology meetings
- Coordinate trade items into the Record Model and/or As-built Model, in accordance with project BIM Plan



## 5.0 PROJECT BIM OBJECTIVES AND PROJECT BIM USES

### 5.1 PROJECT BIM GOALS/OBJECTIVES

The following goals have been established for BIM execution associated with this project:

PRIORITY (HIGH/MED/LOW)	GOAL DESCRIPTION
<b>Required</b>	Prepare BIM model to be transferred between project stakeholders to minimize duplication of effort
<b>Required</b>	Conduct conflict resolution analysis during design to eliminate design clashes, resulting in a well-coordinated model prior to construction
<b>Required</b>	Utilize model for 3D Design Reviews to assist with equipment clearances and owner design decisions
<b>Required</b>	Conduct coordination review of key systems with construction manager and specialty trade contractors during construction
<b>Required</b>	Develop an accurate Record Model and As-Built Model to be used for integration into EDiS Company/AMP Consultant's facility management system(s) within the traditional standard of care provisions that govern the design and construction of the project. Record Documents should also include all approved submittals, shop drawings, O&M Manuals, building control drawings, construction photos, inspection reports, and commissioning data
<b>Required</b>	Integrate project data into for use in Asset Management after turnover and specific to campus asset management plan
<b>Required</b>	Prepare accurate design documents and construction documents derived from the model to establish basis of design within the traditional standard of care provisions that govern the design of the project
<b>Required</b>	Implement a process in which BIM software utilizes the model and energy attributes to determine the most effective engineering methods based on design specifications
High	Enhance Design Consolidation/ Coordination
Low	Field BIM to provide more immediately available accurate information on changes during construction
Low	Provide Interactive Operations and Maintenance Reference (Asset Management)

### 5.2 PROJECT BIM USES

BIM Use is defined as a task or procedure on a project which can benefit from the application and integration of BIM technologies and add value to the overall project.



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BIM USE CLASSIFICATION	DEFINITION
<b>Mandatory</b>	Required on all JOHN G. LEACH SCHOOL construction projects using the BIM Project Execution Plan
<b>Significant Effort</b>	Project team should make serious attempt to pursue BIM Use. Any reasons for noncompliance must be submitted to JOHN G. LEACH SCHOOL for approval

The following BIM Uses marked **Mandatory** are the minimum requirement for BIM use during all phases of the project, as well as recommended effort for other BIM Uses. Additional uses specific to the project may be added using the table below:

### 5.2.1 BIM USES DURING DESIGN

BIM USE	OBJECTIVE	RESPONSIBLE PARTY	EFFORT
<b>Design Intent Model Development</b>	Develop model based on criteria that is important to the translation of the building's design	EDiS Company	<b>Mandatory</b>
<b>Design Reviews</b>	Review design development / progress and require feedback based on design	EDiS Company	<b>Mandatory</b>
<b>3D Design Coordination</b>	Determine and resolve major system design conflicts prior to construction	EDiS Company	<b>Mandatory</b>
<b>Energy Analysis</b>	Analyze model based on energy design specifications (Trane Trace 700)	EDiS Company	<b>Mandatory</b>
<b>Model Auditing</b>	Organize and assess asset attribute data into model	EDiS Company	<b>Mandatory</b>
<b>Preconstruction Coordination</b>	Coordinate constructability issues with Contractor	AMP Consulting	<b>Significant Effort</b>
<b>Structural Analysis</b>	Analyze model based on structural specifications	AMP Consulting	<b>Significant Effort</b>
<b>Mechanical Analysis</b>	Analyze mechanical systems based on design specifications	AMP Consulting	<b>Significant Effort</b>
<b>Lighting Analysis</b>	Analyze lighting systems based on design specifications	AMP Consulting	<b>Significant Effort</b>
<b>LEED Evaluation</b>	Organize information for USGBC	AMP Consulting	Minimal Effort
<b>Cost Estimation &amp; Quantity Takeoff</b>	Supplement model with progress drawings to track quantities and counts	AMP Consulting	Minimal Effort
<b>Code Evaluation</b>	Streamline code review		Not Pursued



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5.2.2 BIM USES DURING CONSTRUCTION

BIM USE	OBJECTIVE	RESPONSIBLE PARTY	EFFORT
<b>Means &amp; Methods Model Development</b>	Develop model based on criteria that is important to the translation of the building's construction	AMP Consulting	<b>Mandatory</b>
<b>Constructability Reviews</b>	Evaluate construction feasibility	AMP Consulting	<b>Mandatory</b>
<b>3D Construction Coordination</b>	Determine and eliminate system conflicts prior to installation	AMP Consulting	<b>Mandatory</b>
<b>Model Auditing</b>	Verify asset attribute data into model	AMP Consulting	<b>Mandatory</b>
<b>Site Utilization Planning</b>	Visually depict site conditions	AMP Consulting	<b>Significant Effort</b>
<b>Cost Estimation</b>	Trend quantities	AMP Consulting	Minimal Effort
<b>Digital Fabrication</b>	Prefabricate objects (CNC, Preassembly, modularization)	AMP Consulting	Minimal Effort
<b>3D Control and Planning</b>	Use model to layout and install equipment, track production		Not Pursued
<b>Construction System Design</b>	Plan and design temporary components and safety systems		Not Pursued

5.2.3 BIM USES PRIOR TO PROJECT TURNOVER

BIM USE	OBJECTIVE	RESPONSIBLE PARTY	EFFORT
<b>Record Model</b>	Compare design intent to installed conditions	AMP Consulting	<b>Mandatory</b>
<b>As-Built Model</b>	Capture installed conditions during construction	AMP Consulting	<b>Mandatory</b>
<b>Continuous Commissioning</b>	Commission facility based off of end-user requirements	AMP Consulting	<b>Significant Effort</b>
<b>Asset Management</b>	Track manufacturer, commissioning, and maintenance records	AMP Consulting	<b>Significant Effort</b>
<b>Space Management and Tracking</b>	Identify space use and track use throughout management of facility and movable assets		Not Pursued
<b>BAS System Integration</b>	Integrate model with existing Building Automation System		Not Pursued



## 6.0 DESIGNING THE BIM EXECUTION PROCESS

### 6.1 MAPPING THE BIM EXECUTION PROCESS

A process diagram for the overall use of BIM on the project has been developed for the project. The attached diagram summarizes the workflow BIM uses and their associated information exchanges for the project. The BIM Execution Process Diagram for this project can be found in **Attachment 1** of this document.

### 6.2 DEVELOPING INFORMATION EXCHANGES

The project team should document the information exchanges created as part of the planning process when creating the BIM Plan. The level of development (LOD) for each model element is based on the model content criteria established by the AIA Document E202, Building Information Modeling protocol Exhibit. The LOD will assist in determining the level of involvement for each project stakeholder from project conception through project turnover. The LOD Matrix for the project is located in **AIA Document G204-2022 Model Element Table**.

### 6.3 BIM INFORMATION EXCHANGE METHODOLOGY

The following section lists the typical procedures for information exchanges, model sharing, and coordination throughout the project. Please validate accordingly for the project.

#### 6.3.1 COORDINATION AND CONFLICT RESOLUTION

This Section shall be utilized in conjunction with the BIM Coordination Protocol. If conflicts exist between the two documents, this document shall govern.

When conflicts are discovered in the model, regardless of project phase or LOD, the discovering party shall promptly notify the Model Element Author. Upon notification, the Model Element Author shall act promptly to mitigate the conflict. All project stakeholders and responsible parties must post their models to the designated shared server on a weekly basis as specified. Before the model(s) are shared and/or transferred, the model should be audited to conform to the following standards:

- Begin coordination process as early as possible
  - Designate the Project Model Manager
  - Designate BIM contact for each project stakeholder
  - Specify LOD for all Model Attributes
  - Create file storage and transfer process (workspace, model naming convention, model protocol)
  - Verify file type, compatibility, and needs
- Create schedule of expectations for model delivery
  - Deadlines for each project stakeholder based on level, area, phase
  - Set file upload dates (weekly) with time for interdisciplinary coordination
- Validate Model



- Apply construction means and methods to architectural and structural model
- Ensure model integrity and accuracy
- Establish conceptual placement of components within the architectural space
- Determine coordination hierarchy, for example:
  - Architectural
  - Structural
  - Equipment
  - HVAC Duct
  - Wet Mechanical
  - Gravity Plumbing
  - MEPF Risers
  - HVAC Distribution
  - Plumbing Distribution
  - Electrical Distribution
  - Fire Protection Distribution
- Clash Detection process
  - Project stakeholders access each other's models to work on specific level, area, and phase
  - Clash resolution to be worked out among project stakeholders
  - BIM Model Manager will check models for interference and conflicts
  - BIM Model Manager will distribute composite model in .nwd format showing unresolved clashes and clash report document for project stakeholder review and resolution before next coordination meeting
  - Weekly coordination meetings will take place to address unresolved issues with the composite model
  - BIM Model Manager will distribute meeting minutes and resolution decisions after each meeting to project team
  - Process begins again to address the next level, area, and phase
  - Clash-free model is then distributed to all parties and signed off as per project phase
  - All clash detection is in Revizto

### 6.3.2 ADDITIONAL BIM METHODOLOGY

- Design Model Reviews Bi-monthly: models will be sent via Dropbox to AMP Consulting for review.

## 7.0 FACILITY ATTRIBUTE DATA REQUIREMENTS – NOT APPLICABLE

### 7.1 ASSET ATTRIBUTE INFORMATION

### 7.2 ASSET DATABASE REQUIREMENTS



## 8.0 COLLABORATION PROCEDURES

### 8.1 COLLABORATION STRATEGY OVERVIEW

Our team will collaborate through the use of BIM from the Design Development stage through opening day. We will share the model between the Designers, Construction Managers, and Subcontractors, to work out both pre-construction and field items. The model will be shared with AMP Consulting – EDiS during design at two week intervals to ensure they have the most current information. All meetings for the project will be held on campus at JOHN G. LEACH SCHOOL and our BIM meetings will be organized as follows:

A BIM requirements kickoff meeting will be held during the early planning stages in order to help the Owner (, Housing, other interested campus parties), Construction Manager, Design Assist Subcontractors, and Designers understand the other parties’ needs, processes, and the abilities of their hardware and software so the final deliverable will be suitable for JOHN G. LEACH SCHOOL ’s needs.

Design Coordination Sessions and Construction over-the-Shoulder Progress reviews will be held throughout all phases of Design and Construction. Participants may include: Owner (individuals as determined by JOHN G. LEACH SCHOOL), Construction Manager, Design Assist Subcontractors, and Designers.

Design Build Team Construction Coordination reviews and Field Change Design Discussions and on site will be held frequently during construction through the use of Revit, Navisworks, and Blue Beam.

### 8.2 MEETING PROCEDURES

MEETING TYPE	PROJECT STAGE	FREQUENCY	PARTICIPANTS	LOCATION
BIM Requirements Kick-off	Planning	Once	Senior Management, BIM Management Staff	Virtual
BIM Plan Review	ALL	Monthly	Senior Management, BIM Management Staff, JOHN G. LEACH SCHOOL , BIM Coordinator	Virtual
3D Design Coordination	Design Documents Construction Documents	Bi-weekly	Design Team	Virtual
Mechanical Space Review	Design Documents Construction Documents	TBD	JOHN G. LEACH SCHOOL , Work Control Center, Design Team, Construction Team,	Virtual



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Model Commissioning Checks	Construction Documents, 75% Submittal Approval	TBD	BIM Management Staff	Virtual
3D Construction Coordination	Construction	Weekly	Construction Team	Virtual

### 8.3 MODEL DELIVERY/ EXCHANGE SCHEDULE FOR SUBMISSION AND APPROVAL

INFORMATION EXCHANGE	FILE SENDER	FILE RECEIVER	FREQUENCY	START DATE	MODEL FILE	MODEL SOFTWARE	Native File Type	File EXCHANGE TYPE
Design Authoring – 3D Design Coordination	STUDIO JAED	STUDIO JAED	Sharing			Revit 2023	rvt	Dropbox
	STUDIO JAED	STUDIO JAED	Sharing			Revit 2023	rvt	Dropbox
	STUDIO JAED	AMP Consulting	2 weeks			Revit 2023	rvt	Dropbox
Design	STUDIO JAED	AMP Consulting	As needed			Revit 2023	rvt	Dropbox
Prime Contractors – 3D Construction Coordination	AMP Consulting	STUDIO JAED	1x/month			Revit 2023	rvt	Dropbox
	AMP Consulting	STUDIO JAED	1x/month			Revit 2023	rvt	Dropbox
<b>*MANDATORY</b>	<b>*Prime Contractor</b>	<b>*AMP Consulting</b>	<b>*1x/month</b>			<b>*Revit 2023</b>	<b>*rvt</b>	<b>*Dropbox</b>
Additional Software								

### 8.4 FILE TRANSFER PROTOCOL

An electronic workspace of File Transfer Protocol (FTP) will be established for the purpose of efficient and timely transfer of model and database files. This workspace will provide a collaborative location where the current contract CAD/Revit files, coordination files, and fully coordinated submittal files will reside. Each BIM coordination team member stores and obtains data from this location. Project team members are to upload updated copies of their files, provide notification, and to make collaboration comments and annotations as often as necessary to maintain project schedule.

### 8.5 ELECTRONIC COMMUNICATION PROCEDURES

“hyperlink to model folder”



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Contact info for access:

Chris Donahue  
AMP Consulting, BIM Manager  
302-421-2963  
[cdonahue@ampconsulting.build](mailto:cdonahue@ampconsulting.build)

The BIM Model Manager will manage and maintain all user accounts and model access rights that include the creation, deletion, and modification of elements. All project participants will be given view and download rights to the federated model files. The BIM Model Manager will apply access controls to users so that only authorized users of the model can add the files for their respective component model(s). The following table consists of the model and data access rights for the project:

**MODEL ACCESS RIGHTS**

FTP FILE BREAKDOWN STRUCTURE	Project Stakeholders								
	O	A/E	S	M	P	E	FP	C	SC
Virtual Construction									
BIM Requirements	D	M	D	D	D	D	D	M	D
BIM Execution Plan	M	M	D	D	D	D	D	M	D
Coordination									
Coordination Key Plans									
Subfolders per Design Aspect	D	D	D	D	D	D	D	M	D
Architect CAD Files	D	M	D	D	D	D	D	M	D
Coordination Background Data Sets	D	V	D	D	D	D	D	M	D
Revizto/Origin	D	M	D	D	D	D	D	M	D
Object Enablers	D	M	M	M	M	M	M	M	M
Component Models									
Subfolders per Design Aspect	D	D/M	D/M	D/M	D/M	D/M	D/M	D/M	D/M
Federated Models/Interference Reports									
Subfolders per Level/Area/Zone	D	D	D	D	D	D	D	M	D
Signed-off Coordination Component Models									
Subfolders per Level/Area/Zone	D	D	V	V	V	V	V	M	V
Asset Database	M	M	V	M	M	M	V	M	M
Construction Submittals	D	D	D	D	D	D	D	M	M



Project Stakeholders: O = Owner, A/E = Architect/Engineer, C = Contractor, SC = Specialty Contractor Permissions: V = View, M = Modify, D = Download	
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## 8.6 RIGHT OF RELIANCE

The BIM Model produced by the project stakeholders associated with the Design Team will serve as the basis of design and is considered a **Design Intent Model** only. The model prepared by the Design Team will be used by AMP Consulting/ EDiS to prepare a **Means and Methods Model**. This Right of Reliance pertains to all models and applications associated with the model and associated applications.

The Construction Team may rely on the accuracy of the model(s) prepared by the Design Team in accordance with traditional Standard of Care provisions that apply and govern the design and construction of comparable buildings in two (2) - dimensional design formats and methods.

Conversely, the Design Team may rely on the accuracy of the model(s) prepared by the Construction Team in accordance with traditional Standard of Care provisions that apply and govern the preparation of shop drawings, fabrication drawings, sequencing and other instruments used to convey the means and methods under the control of AMP Consulting, its subcontractors, consultants, and other agents working on this project.

As mutually agreed by all parties including STUDIO JAED, AMP Consulting/ EDiS and Owner, nothing shall be construed by the content and/or preparation of the associated model(s) as a warranty or guarantee of accuracy and/or completeness by the Design Team. Standard and traditional procedures for design, documentation, means and methods, shop drawing submittals, verification by the contractor, requests for information in question, etc. **shall apply** to the design, construction and construction administration of the project.

The construction manager, contractors and subcontractors shall be solely responsible for means and methods and the execution of the Design Intent Model through the execution, preparation and management of delegated design, the Means and Methods Model(s), fabrication, installation and construction.

## 9.0 TECHNOLOGICAL INFRASTRUCTURE

### 9.1 COMPUTERS / HARDWARE

Recommended Hardware: Quad Core Processor / 8-12 GB RAM / Windows 10

### 9.2 SOFTWARE

#### 9.2.1 APPLICABLE SOFTWARE APPLICATIONS FOR DESIGN



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The following software applications will be utilized by the Team for this project during design:

SOFTWARE	VERSION	PROJECT STAKE HOLDER	TASK TYPE
Revizto	5	AMP Consulting	Design Model/ Record Model
AutoCad	2023	STUDIO JAED	Design/ Drafting
Bluebeam	2020	STUDIO JAED	Design/ Presentations
RAM Structural System	14.06.01.00	STUDIO JAED	Design Calc

## 9.2.2 APPLICABLE SOFTWARE APPLICATIONS FOR CONSTRUCTION

The following software applications will be utilized by the team for this project during construction:

SOFTWARE	VERSION	PROJECT STAKE HOLDER	TASK TYPE
Revit	2023	AMP Consulting and Subcontractors	As-Built Model
Revit	2023	STUDIO JAED	Design Model/ Record Model/ Construction Bulletins
Sketchup	8	STUDIO JAED	Design
Adobe Creative Cloud		STUDIO JAED	Design/ Presentations
Navisworks Manage	2023	STUDIO JAED/Amp Consulting/ Subcontractors	Coordination Review
Revizto	5	Supplied by AMP Consulting	

A variety of software systems will be used by subcontractors, fabricators, and third parties to prepare delegated design elements. In the event these design elements are more accurate than the Construction Documents, the geometric information should be converted into Revit format.

## 10.0 MODEL AND DATABASE STRUCTURE

### 10.1 PROJECT NAMING CONVENTIONS

#### 10.1.1 FILE NAMING CONVENTIONS

Files should be named according to the following conventions: **TBD**

#### 10.1.2 ROOM NUMBERING CONVENTIONS



Please refer to Design and Construction Standards for the room numbering convention used for all locations, on both new construction and renovation projects. This system provides a consistent method for identifying and managing building space and shall be adhered to unless approval for deviation is received from the Signage Administrator. The room numbering convention is as follows:

- (x)(x)(x) = x numeric identify floor and room number
- (x)(x)(x)(A) = alpha suffix identifies room subdivisions
- (J)(x)(x)(x) = alpha prefix identifies a unique room space (J – Janitorial Room)

Room Number Coordination and Validation drawing(s) and report deliverables are noted in Section 12.1: Design Deliverable Requirements and will be reviewed by JOHN G. LEACH SCHOOL at project milestones.

## 10.2 MODEL STRUCTURE

The success of a BIM enabled project delivery process is highly dependent upon the level at which the entire project team can communicate and work collaboratively for the duration of the project.

- For buildings with a large footprint or multiple floors, the project team may split the model into several zones (or floors) with the corresponding trades
- All trades will be modeled at the correct elevation
- All elements of the building must be represented in only one file and should be modeled by their specific trade. (For example, the architectural model provided for 3D Coordination should not include any of the structural elements contained in the structural model. Lights should be modeled by the electrical engineer, not the architect)
- All 3D model files must strip extraneous 2D and/or 3D elements from the model before submission for clash detection
- The architectural ceilings should contain information for openings for lights, registers, etc. as required by design. (For example, lights are to be centered on a grid with proper spacing)
- All models should include separate 3D representations of required clearances and/or access requirements for equipment access, light clearances, overhead cable tray access, etc. These clearance/access models should be in a separate layer(s)/level(s) per each trade and labeled as such

### 10.2.1 MEASUREMENT AND COORDINATE SYSTEM

X-reference point will be 0, 0, 0.

### 10.2.2 MODEL ELEMENT REQUIREMENTS BY DESIGN TEAM DISCIPLINE

The following section lists the typical BIM model and related elements by discipline and/or exclusions. Please refer to the LOD Matrix for responsible party, project phase, and level of detail information.

Every discipline is required to provide all relevant schedules, reports, and intelligent attribute data defined by the project scope and BIM Plan.



## **SITE/CIVIL MODEL**

Model(s) shall contain all site-related features of the project which are not integral with the building envelope:

- Utilities
- Topography
- Water Quality Ponds
- Storm water Detention and Filtration Structures
- Planting Materials
- Paving
- Site stairs, ramps, and railings
- Retaining walls
- Site furnishings
- Erosion Control (Temporary and Permanent)

## **ARCHITECTURAL MODEL**

Model(s) shall contain all architectural features for a building and site-related features extending 5'-0" beyond the facility footprint:

- Exterior wall systems
- Interior wall systems
- Fire rated walls
- Architectural floor slabs
- Roofing system
- Fire extinguishers and fixed equipment
- Reflected ceiling plans
- Core and vertical systems (including elevators, stairs, escalators, and railings)
- Doors (including frames)
- Glazing (including windows, interior glazing, curtain walls, and storefronts)
- Millwork and Casework
- Furniture
- Finishes
- Toilet Partitions

## **STRUCTURAL MODEL**

Model(s) shall contain all structural features for a building:

- Footings, concrete piers, foundation walls (including areaways), and pits
- Structural slab-on-grade (as solid mass)
- Elevated floor slabs, CMU bearing walls, CMU shear walls
- All structural steel members in their true shape and dimensions



- Exclusions: nuts and bolts
- Column Gridlines
- Primary floor openings (stairs, elevators, mechanical shafts)
- Primary bearing wall openings
- Elevator hoist

## **MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION MODEL(S)**

Model(s) shall contain all MEP features for a building:

### **Mechanical Model:**

- Major mechanical equipment (including energy recovery units, pumps, boilers, chillers, heat exchangers, and control panels)
- Major mechanical equipment requiring service clearance will be model with required clearance indicated.
- Mechanical ductwork and associated components (including flex duct, supply diffusers, and return grilles)
- Ductwork will be modeled using their inside dimensions and will include insulation if applicable and as required for coordination
- Mechanical piping and associated components (including flow meters and isolation valves, check valves and control valves for mains and branch mains)
- Piping will be modeled using their outside dimensions and will include insulation if applicable and as required for coordination

### **Electrical Model:**

- Electrical conduit 1 1/4" and larger (or two or more regardless of size)
- Telecommunication racks and under floor tray(s)
- Safety and security systems
- Electrical equipment including specialty systems and pads
- Power feeds to equipment, transformers, panels, gear, junction boxes, cable trays, distribution boxes, etc
- Hangers and structural supports, unless they do not influence the coordination process of other trades
- Electrical light fixtures and ceiling devices
- Electrical panels and panel schedules
- Clearance requirements for equipment access, service space requirements, gauge reading, valve clearances, panel access, and other operation clearances

### **Plumbing Model:**

- Domestic water piping
- Sanitary waste and vent piping
- Storm drainage piping



- Valves and meters
- Drains, cleanouts, and interceptors
- Plumbing equipment
- Plumbing fixtures
- Vents, valves, meters, cleanouts
- Plumbing equipment and fixtures

**Fire Protection Model:**

- Fire protection mains/standpipes
- Clearance requirements for equipment access, service space requirements, gauge reading, valve clearances, panel access, and other operation clearances

## 11.0 QUALITY CONTROL PROCEDURES

### 11.1 OVERALL STRATEGY FOR QUALITY CONTROL

The purpose of this process is to ensure project teams are using best practices in the development and file exchange of models and facility data. This is an ongoing process, which is to be conducted by the project team and validated by the Project manager at both project milestones and at random intervals to ensure that each model is being constructed in accordance with the BIM Standards and is suitably modeled for its intended use. The goal is to ensure that there are no unresolved issues during construction or any significant loss of data upon transfer of as-built models and record documents at facility turnover.

Each BIM Manager will be responsible for running quality control checks on their model(s) on a consistent and frequent basis. For issues involving other disciplines, the issue shall be made known to the corresponding BIM Manager.

We will perform Navisworks checks periodically to ensure fewer clashes in the model where two building components are overlapping. As we work, our technicians will ensure that the BIM Standard have been followed and that there are no unintended model components present. Our team will validate that the Project Facility Data set is as requested by the Owner is followed. One member of the project team will oversee all of the asset data and export it to a spreadsheet for verification that it has no undefined, incorrectly defined or duplicated elements.

### 11.2 QUALITY CONTROL CHECKS

CHECKS	DEFINITION	RESPONSIBLE PARTY	RECOMMENDED PROJECT MILESTONES
Standards	Ensure the BIM Standards and Guidelines have been followed	AMP Consulting	Construction Documents Project Closeout



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Visual	Ensure there are no unintended model components and the design intent has been followed	AMP Consulting/ STUDIO JAED	Design Development Construction Documents 50% Construction Project Closeout
Model Integrity	Ensure that the Facility Data set has no undefined, incorrectly defined, or duplicated elements; ensure a reporting process and corrective action plans have been developed for noncompliant elements	AMP Consulting/ STUDIO JAED	Construction Documents 50% Construction Project Closeout
Model Commissioning	Provide report verifying model and database compliance with defined quality control procedures for component LOD and stakeholder information	AMP Consulting	Construction Documents 50% Construction Project Closeout

### 11.3 QUALITY CONTROL PROCEDURES

BIM Managers to define an appropriate quality control procedure for the project. The following is an example of a quality control procedure and must be validated for the project:

- Review random 10% of documented information
- If percent error is less than 3%, document reasons for error and revise throughout remaining model
- If percent error is between 3-5%, review additional 15% of randomly selected documented information.
- If percent error is greater than 3% after 25% review, project team to revise and resubmit information, as to not delay downstream user progress
- If percent error is less than 3% after 25% review, document reasons for error and revise throughout remaining model
- If percent error is greater than 5%, project team is to revise and resubmit information, as to not delay downstream user progress

### 11.4 MODEL ACCURACY AND TOLERANCES

Model(s) should be developed as accurate as possible. Dimension tolerances should be set at 1/16" to facilitate the accuracy of the model.

## 12.0 PROJECT DELIVERABLES

The BIM deliverables indicated below are required to be submitted with the standard phase deliverables for each project phase. The BIM Plan should establish the responsible parties and corresponding tasks for each deliverable.



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The level of development for each BIM deliverable should be, at a minimum, sufficient to fulfill the 2D document submission requirement.

### 12.1 DESIGN DELIVERABLE REQUIREMENTS

BIM DELIVERABLE	RESPONSIBLE PARTY	DUE DATE	FORMAT	NOTES
BIM Project Execution Plan	EDiS/AMP Consulting		.pdf	
Design Intent Model(s)	STUDIO JAED	Design Development	.rvt .nwd native	See information Exchange Worksheet to ensure that the proper information is contained in the model
Design Drawings: Design Development	STUDIO JAED	Design Development	.pdf	Documents to be printed directly from model. Documents to be stamped and signed in traditional practice to comply with local permitting requests
Room Number Coordination & Validation (Design Development)	STUDIO JAED	Design Development	.pdf	Document and schedule to be printed directly from model for review.
Design Drawings: Construction Documents	STUDIO JAED	Construction Documents	.pdf	Documents to be printed directly from model. Documents to be stamped and signed in traditional practice to comply with local permitting requests
Room Number Coordination & Validation (Construction Documents)	STUDIO JAED	Construction Documents	.pdf	Document and schedule to be printed directly from model for review.
Interference Check Reports	EDiS/AMP Consulting	Construction Documents	.xls	
Model Attribute Report	AMP Consulting	Post Construction Documents	.xls	
JOHN G. LEACH SCHOOL Facility Attribute Data Compliance Report	AMP Consulting	Post Construction Documents	.pdf .xls	



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12.2 CONSTRUCTION DELIVERABLE REQUIREMENTS

BIM DELIVERABLE	RESPONSIBLE PARTY	DUE DATE	FORMAT	NOTES
BIM Project Execution Plan	AMP Consulting	TBD	.pdf	
Interim Means and Methods Model(s) per Discipline	AMP Consulting		.rvt .nwd native	See information Exchange Worksheet to ensure that the proper information is contained in the model
Interference Check Reports	AMP Consulting/ STUDIO JAED		.xls/Revizto	
Construction Submittals	AMP Consulting		.pdf	
Model Attribute Report	AMP Consulting		.pdf	
AMP Consulting Facility Attribute Data Compliance Report	AMP Consulting		.pdf .xls	

12.3 PROJECT CLOSEOUT DELIEVERABLE REQUIREMENTS

BIM DELIVERABLE	RESPONSIBLE PARTY	DUE DATE	FORMAT	NOTES
Record Model	STUDIO JAED	30-60 After Completion	.rvt .nwd native	See information Exchange Worksheet to ensure that the proper information is contained in the model
As-Built Model	AMP Consulting	30-60 After Completion	.rvt .nwd native	See information Exchange Worksheet to ensure that the proper information is contained in the model
Record Drawings	STUDIO JAED	30-60 After Completion	.pdf	Documents to be printed directly from model. Documents to be stamped and signed in traditional practice to comply with local permitting requests
JOHN G. LEACH SCHOOL Facility Attribute Database	AMP Consulting	30-60 After Completion	.pdf .xls	



## 13.0 ATTACHMENTS

1. BIM Model LOD Matrix
2. AIA Document G203-2022 BIM Execution Plan
3. AIA Document G204-2022 Model Element Table
4. Exhibit "I" – BIM Coordination



## ATTACHMENT 1: BIM MODEL LOD MATRIX

The project team should document the information exchanges created as part of the planning process when creating the BIM Plan. The following table describes the Model Element Author (MEA) referenced by the BIM

Model LOD Matrix:

MODEL ELEMENT AUTHOR		
ACRONYM	ORGANIZATION	ROLE
CSD	Colonial School District	Owner
JGLS	JOHN G. LEACH SCHOOL	Project
JAED	STUDIO JAED	Architect/MEP Engineer
AMP	AMP Consulting	BIM
SITE	Site Studios	Civil Engineer
BIA	Baker, Ingram & Associates	Structural Engineer

The level of development (LOD) for each model element is based on the model content criteria established by the AIA Document E202, Building Information Modeling protocol Exhibit. The LOD will assist in determining the level of involvement for each project stakeholder from project conception through project turnover. The content for the LOD is described as follows:

Level of Development	Description
<b>LOD 100</b> Schematic Design	The LOD 100 model consists of overall building massing designed to perform whole building type analysis including building orientation, square foot costs. LOD 100 also pertains to 2D representation of elements as required by the 2D Construction Documents which may include drawings, narratives, and hand-built models.
<b>LOD 200</b> Design Development	The LOD 200 model consists of generalized systems including approximate quantities, sizes, shapes, location, and orientation. The LOD 200 mode(s) are used for analysis of defined systems and general performance objectives. LOD 200 model(s) include attributes and parameters defined by the owner in the Owner Requirements document and BIM Plan.
<b>LOD 300/350</b> Construction Documentation	Model will include elements equivalent to traditional construction documents and shop drawings. LOD 300/350 models are well suited for estimating as well construction coordination for clash detection, scheduling, and visualization purposes. LOD 300/350 model(s) include attributes and parameters defined by the owner in the Owner Requirements document and BIM Plan.



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<b>LOD 400</b> Construction Administration/ Shop Drawings	Model elements are modeled as specific assemblies which are accurate in terms of quantity, size, shape, location, and orientation. LOD 400 model(s) are virtual representations of the proposed elements and considered to be suitable for construction, fabrication, and assembly. This LOD is most likely used by specialty trade contractors and fabricators to build and fabricate project components including MEP systems.
<b>LOD 500</b> Project Completion/ Record Drawings/ As-Built Conditions	Model elements represent the project as it has been constructed, including as-built conditions. The model is configured to be the central data storage for integration into the building maintenance and operations system(s). LOD 500 Model(s) will include completed parameters and attributes specified in the Owner Requirements document and BIM Plan. At the completion of construction, the BIM model(s) will be finalized, linked, and cross referenced.
<b>LOD 510, 520, 530, 540</b>	Model elements represent the project as it has been constructed, including as-built conditions. LOD 510, LOD 520, LOD 530, and LOD 540 models will contain LOD 100, LOD 200, LOD 300, LOD 400 facility and geometry data respectively and will be configured to contain the Operations and Maintenance manuals, warranty information, submittal information, and/or any other documents as applicable or required.
<b>LOD 550</b> Owner Reserved	Owner reserved, LOD 550 model elements will not be generated during planning, design, or construction.
<b>Exhibit 'I'</b>	Contractors LOD Requirement

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The BIM LOD Matrix worksheet shall be completed by the project team during BIM Plan development.



## **EXHIBIT 'I'**

### **BIM COORDINATION**

#### **1.0 CONTRACTOR 3-D MODEL RESPONSIBILITY**

The purpose of a three-dimensional model is to aid in project review development. Contractor and its sub-contractors, as part of the JOHN G. LEACH SCHOOL project, shall hold all responsibility to adhere to AIA G203-2022 BIM Executive Plan and AIA G204-2022 Model Element Table while creating their BIM model respectively. This BIM model shall reflect the two-dimensional contract drawings provided in bidding package, RFI, and ASI. The Contractor's referenced and shared three-dimensional model is only utilized as a visual aid to begin per matrix LOD required by Contractor.

- 1.01 Architect and their consultants will Furnish Contractor one set of Revit 2023 Building Information Modeling files (BIM) of Drawing for use in preparing coordination digital data files.
  - Architect makes no representations as to the accuracy or completeness of digital data files as they relate to drawings.
  - Digital data software program: Drawings are available in Revit 2023 digital data software working on the Windows operating system. Sheet views will be deleted to protect the architect and consultants. Full model will be available for coordination.
  - Contractor shall execute a data licensing agreement in the form of the agreement included in the project manual.
  - The Contractor and its prime contractors are responsible to execute all licensing for requested software to coordinate the project.
- 1.02 BIM File Incorporation: Develop and incorporate coordination drawing information into Building Information Model established for Project.
  - Each of the Prime Contractors shall model their respective systems in the BIM model that are part of their contract and provide updated files to the HVAC contractor.
  - The HVAC contractor (Prime Coordinator) shall perform three-dimensional component conflict analysis as part of the preparation of coordination drawings. Resolve component conflicts with each Prime prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect and obtain approval of Architect.
  - HVAC contractor shall revise the BIM model as necessary to reflect the coordination changes. HVAC contractor shall pay for the cost of revisions to the BIM model. HVAC contractor shall include all cost due to the revisions of project changes such as but not limited to RFI, ASI's and owner changes. All modifications, enhancements, additions, and changes to structural, mechanical, electrical, plumbing, fire protection, or HVAC components shall be made by the respective Prime Contractors responsible for that system as part of their contract.
- 1.03 Prime Contractors are responsible to upload RVT files to Dropbox once a month. All BIM involved prime contractors responsible to utilize Revizto and participate in coordination with Revizto.



## 2.0 DEFINITIONS

- 2.01 **Base Structural Model** – the structural steel mill order drawing file showing all structural elements. This model is not necessarily fully detailed with all connections.
- 2.02 **Base Architectural Model** – a combination of the Base Structural Model and key architectural elements. This model is to be used by all coordination participants as the background file in which to develop their work. No information within this model will be changed through the coordination process. It is for reference only.
- 2.03 **Base Composite Model** – this model includes all trade drawing files within the Base Architectural Model as a representation of the completed systems. This model is used to run the intermediate clash reports and is considered a work in progress.
- 2.04 **Final Coordination Model** – this model shows all trades’ systems fully coordinated within the Base Architectural Model. All clashes have been resolved. No further coordination is required. The work shown within this model represents the upcoming installations of each system.
- 2.05 **Completed Coordination Model** – this model is the close-out submittal to the Owner and includes the information within the Final Coordination Model as well as any project updates that have taken place during installations such as RFI responses, as-built conditions, etc.
- 2.06 **Building Information Model** - A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project and is referred to in this document as the “Model(s),” which term may be used herein to describe a Model Element, a single Model or multiple Models used in the aggregate. “Building Information Modeling” means the process and technology used to create the Model.
- 2.07 **Level of Development** - The Level(s) of Development (LOD) describes the level of completeness to which a Model Element is developed.
- 2.08 **Model Element** - A Model Element is a portion of the Building Information Model representing a component, system or assembly within a building or building site. Model Elements are represented by the Construction Specifications Institute (CSI) UniFormat™ classification system in the Model Element Table in Exhibit 1 - Article 3.
- 2.09 **Model Element Author** - The Model Element Author is the party responsible for developing the content of a specific Model Element to the LOD required for a particular phase of the Project. Model Element Authors are identified in the Model Element Table in Exhibit 1 - Article 3.
- 2.10 **Model User** - The Model User refers to any individual or entity authorized to use the Model on the Project for analysis, estimating, or scheduling.
- 2.11 **TCD** – Trade contract drawings developed by MEP contractor.

## 3.0 COORDINATION DRAWING PROCESS–GENERAL REQUIREMENTS.

- 3.1 The coordination model shall be derived from the design base composite model which shall be in a (Program File Format – Ex: Revit 2023) format and utilized by all coordination participants. The A/E is to provide this base composite model as needed at each plan deliverable for coordination efforts. This model will be utilized to establish field installation sequence, resolve trade coordination issues prior to installation, and to make the most efficient use of installation space without sacrificing system performance for mechanical, electrical, structural, and architectural systems. (Program File Format –



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- Ex: NAVISWORKS or IFC) design review software will be used to document, identify and resolve interferences between all trades.
- 3.2 Communication is a critical element to the success of this coordination process. All project team members must be in constant communication to keep the process moving forward according to the sign-off schedule (5.1). Constant collaboration is expected of all team participants and each participant should be proactive in identifying and resolving design, engineering, and model interferences. Contractors avoiding the coordination process shall receive liquidated damages for missing meetings and negatively impacting project completion.
- 3.3 All trade contractors own their respective modeling for their contract work. EDiS Company will facilitate and lead the 3-D coordination modeling process. It is the responsibility of all coordination participants to resolve discrepancies pertaining to their own model. All trades shall be responsible for collisions/clashes/coordination issues involving their respective trade(s) and proposed work. Coordinated work takes precedence over field routed systems. Each Contractor to provide LOD 350 total coordination models for sign off.
- 3.4 Coordination meetings will occur weekly starting TBD. Selected coordination team members are required to generate a clash-free model inclusive of all systems. The following participants are required to attend the weekly coordination meetings:
- 3.5 A mandatory coordination kick-off meeting for all participants will review; team collaboration, the execution process, the coordination schedule, establishing zones per system, use of the coordinated elements during construction, project specific information and requirements, and model/document standards.
- 3.6 Coordination meetings will be held at Virtual Teams Meeting to review the model's progress per the schedule and process indicated.
- 3.7 Utility corridors and above ceiling space for each trade, will be established by the group at the beginning of the process. These zones will be adjusted through the coordination process to meet installation requirements and feasibility.
- 3.8 All participants are required to identify the submittals required for accurate detailing of the coordination model (such as equipment, light fixtures, etc.) and to obtain final approval so the information can be incorporated into the modeling process.
- 3.9 The 3-D coordination modeling process replaces the standard submittal process as a submittal. Exceptions: The submittals issued to reflect the 3-D model content issued to A/E.
- 3.10 Meeting Procedures:

Meeting Type	Project Stage	Frequency	Participants	Location
EDIS BIM COMPASS	PRE-CON	Once	EDiS Team & Contracts #	EDIS Office
BIM Requirement Kick-off	Construction	Once	EDiS Team & Contracts #	Virtual
BIM Coordination	Construction	Weekly	EDiS Team & Contracts #	Virtual
BIM Clash Detection	Construction	Weekly	EDiS Team Issue to Contracts	Virtual
Field Installation Process Coordination Meetings	Construction	Weekly	EDiS Team & Contracts #	Virtual



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TCD Drawings	Construction	Weekly	Contracts Mechanical	Virtual
Sign off on TCD Drawings	Construction	At completion	All Parties w/Contract	Virtual

NOTE: All contracted parties involved with coordination are required to sign off on all coordinated models via sign off TCD drawings. All clash reports issued to subcontractors require completion by next BIM meeting.

3.11 The coordination meeting:

3.11.1 The purpose is to review and resolve items on the current clash report in conjunction with the project coordination schedule. The meetings will focus on clashes that cannot be resolved by internal collaboration. EDiS Company will facilitate the meeting and will make final decisions on clash resolution that are the least impact to the project as a whole.

COORDINATION MEETINGS WILL NOT BE USED TO RESOLVE INDIVIDUAL MODELER'S/ENGINEER'S/ARCHITECTURE'S/CONTRACTOR'S WORK.

If a Contractor does not post a clash-free system of its own work or that only contains a very limited number of clashes internally (Example: Fire Sprinkler Clashing with Fire Sprinkler), that Contractor will be considered unprepared for the meeting and will be responsible for any delays to the project schedule and any associated costs due to that delay which shall be determined by EDiS Company.

3.11.2 Each team participant will review the clash report prior to the subsequent coordination meeting in order to clean up any clashes that can be made without review by all participants.

3.11.3 All project participants are expected to be prepared for the meeting with new drawing work of the next area to be coordinated per the coordination schedule and any drawing changes based on the published clash report. Each participant will have available any shop model, submittals or other materials required to solve identified or potential conflicts.

3.11.4 The coordination schedule will be maintained, and all identified conflicts addressed and resolved per the construction schedule. The coordination schedule may change as a result of design and/or model changes requested and made by the Owner, Architect or Engineer. In addition, the coordination schedule assumes selection of equipment is made within the time frame of the construction schedule as needed so it is incorporated into the coordination efforts without delay.

3.11.5 All agreed upon corrections to identified clashes determined by the team at the Coordination Meeting are to be updated and resolved prior to the next meeting.

3.12 When an area of the model is fully coordinated and clash-free, each participant agrees:

3.12.1 That each trades work is fully coordinated and will be installed per the signed off area as reflected in the coordination model. Sign off drawings from each trade are turned over in PDF form with projects title block. EDiS Company will include legend and title block for trade PDF file.

3.12.2 All trades to provide Total Coordination drawings at the time of sign off. TCD's are drawings which include all trades sign off models. Models are submitted for turn over to EDiS Company. The purpose for TCD's is to provide coordinated building models for jobsite coordination.



- Models from Contractors to include all but not limited to: item elevations, product type and all equipment tags.
- 3.12.3 During the installation of each trade's work, EDiS Company will refer to the signed off report and the 3-D model to resolve any conflicts. Each installation firm agrees to install all work per the signed off drawings/model, without deviation. If a deviation, during installation, takes place without prior approval from all detailing parties, it will be the responsibility of the installing contractor to tear out the work and install it as shown on the signed off drawings/coordination model. The cost of this work will be evaluated when the issues arise; however, the party responsible for the conflict will be responsible for the cost of the fix, including the additional detailing time of all parties involved.
- 3.12.4 The model is not considered to be the final coordination model until the BIM Coordinator, EDiS Company's Project Manager, A/E, and Owner has approved all clash free systems and routings and documents are signed off by all parties (contractors).
- 3.13 Should a conflict arise during installation that was missed during the coordination process, and not a result of deviating from the signed off area, the coordination team will work together to find a solution that is optimal for all trades and the project.
- 3.14 The final coordination model shall be kept up to date by all participants during construction to include as-built information and any other pertinent data that is essential to the project. The data will be submitted electronically in Revit, AutoCAD, NWC, PDF format. Items to be included are:
- 3.14.1 RFI responses.
- 3.14.2 Design change orders or designs that are in addition to the original contract documents.
- 3.14.3 Equipment will be tagged with all (Owner required) identification information within the model (ex. Equipment schedule information and O&M Manuals). This identification information will be the same and correspond to all other close-out documentation. This close-out documentation including O&M manuals, maintenance information, etc. will be included in PDF form.
- 3.14.4 EDiS will provide a location for the Contractor to submit the required documentation at a later time. EDiS will generate the completed coordination model based on these documents for turn-over to the owner.
- 3.14.5 Tekla or Navisworks will be utilized to link PDF closeout documents, select RFI's, select Images, etc., to the closeout model. Contractors need to provide closeout documents in the format requested by EDiS for the closeout model as well as adding smart data to other model type files as determined necessary by EDiS within the time frame A/E dictates. For example, if Revit files are needed to produce the closeout model, EDiS may direct Contractor to set up certain Revit views for the exporting of files which make up the as-built models. A/E may also request that the Contractor create viewpoints for their equipment in as-built model.
- 3.15 Data for coordination will be available on Dropbox, to be referenced by the other participants. Models and drawing files will never be tampered with by non-owners of the file. If a mistake occurs and a drawing is inadvertently modified, the responsible party is required to alert the project team.
- 3.16 The Owner's commissioning agent can attend the coordination meeting to review the detailing effort for commissioning related items.
- 3.17 All trades will provide Level of Development (LOD) (350) models for weekly coordination meeting.



## 4.0 REQUIREMENTS OF THE LEAD COORDINATOR

- 4.01 The Lead Coordinator will be EDiS Company.
- 4.02 Identification of a common insertion point for all drawing files. (Utilize Revit Models origin)
- 4.03 A/E to provide Lead Coordinator model exports to 2-D/3-D CAD of each trade component as needed to coordination. Origins to be maintained in exports.
- 4.04 All coordination files and process is via Revizto 5 file uploads and backgrounds are in Revizto.
- 4.05 Using the A/E's files, the Lead Coordinator will utilize & maintain the base architectural model.
- The base architectural model is a combination of the base structural model and other architectural elements. These architectural elements will include all elevated 3-D architectural elements including, but not limited to, all walls that extend to the deck, fire and smoke walls, soffits and associated framing, ceiling planes, and finish floor planes.
  - This model will consist of cleaned-up floor plans void of any excessive notations, leaders, bubbles, marks, grid lines, etc. that are not required for detailing development and that may potentially cause a conflict in the base composite model.
  - In the event of changes to the A/E's contract documents, the A/E must revise the base architectural model/MEP/structural models and distributed to all coordination participants. This will require Contractor participation as needed by A/E to complete the revised models for directive. Revision work will be directed by Owner through an executed change order.
  - The base architectural models will be distributed and maintained by EDiS Company.
- 4.06 Collation of all trades' detailing models as posted to the project's web-based posting site into a Base Composite Model through the use of Navisworks 2023.
- Establish a standard two inch (2") soft tolerance within the clash detection software. This tolerance will result in a reported clash for any elements drawn closer than two inches (2") to one another.
  - Assess and include most current clash files including the generation of clash reports and distribution to all project participants per the coordination schedule.
  - Collect final as-built files from all trades and generate a Final Coordination Model to submit to CM as part of the close-out requirements.
  - Coordination meeting minutes shall be kept by EDiS Company Lead Coordinator or EDiS' Project Manager showing issues and resolution dates.
- 4.07 Each Trade Subcontractor is required to sign off on all coordinated models and drawings ensuring they are 100% coordinated and clash free fabrication level models and shop drawings.
- 4.08 All contractors and trades are responsible for using/acquiring a REVIZTO license software. The John G. Leach School project coordination will commence in the Revizto software.

## 5.0 REQUIREMENTS OF THE STRUCTURAL STEEL CONTRACTOR

- 5.01 Obtain from the A/E Structural Revit files to be used in the generation of the base structural model.
- 5.02 The structural Contractor will develop and provide the base structural model within the time frame dictated by EDiS and provide structural model updates to ensure the coordination team is coordinating the MEP/FP to the most up-to-date structural model.



- 5.03 All structural framing members in the final sizes and locations (typically referred to as a “mill order” or “procurement” model) will be shown in the model as 3-D objects with surfaces. At the discretion of the lead coordinator, this model may be void of all hardware and secondary structural steel but should include the major components: primary steel, metal decking, slab on metal decking, and gusset plates.
- 5.04 The structural insertion/datum point must match the architectural insertion/datum location. No detailing work shall take place until the insertion points of the architectural and structural models match.
- 5.05 The steel Contractor is responsible for resolving their own modeling issues (i.e.: steel not to scale, missing key structural components, missing surface data, and model showing as wire frame data, model exported to proper file format, etc.). The steel Contractor is responsible to provide a steel design model in a usable format for all coordination participants to reference as the base structural model.
- 5.06 A FINAL 3-D steel model and 2-D shop drawings shall be submitted to the structural engineer of record and used for field erection. It must be completed and submitted in accordance with the BIM schedule. This model shall consist of:
- All primary and secondary steel including metal deck, slab on metal deck, actual gusset plate sizes, connection details, edge of slab details (pour stop), brick relief angles, embeds, anchor bolts, and other miscellaneous metals. Curtain Wall embeds modeled by others.
  - Submit final approved files to Lead Coordinator for insertion into the coordinated model, and to the design team in the form of shop drawings and/or Navisworks compatible model.

## 6.0 DETAILING REQUIREMENTS OF ALL PARTICIPANTS

- 6.01 File sharing information:  
**Site Contractor (SIT-1)**
- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
  - Attend BIM trade coordination meetings.
  - Deliver three-dimensional model to coordination team
  - Required to deliver items identified in G204 matrix such as
  - Develop appropriate tie-in locations of utilities with trades. Site contractor required to deliver main connections in model format
  - Site underground items outside direct tie in locations not required in three dimensional models.
  - Sanitary piping tie-in
  - Storm water tie-in
  - Domestic water tie-in
- 6.02 The in-progress (Coordination Software – Ex: IFC/NWC/Cad) naming convention will be: project-trade-level. Examples:
- Project Designation -MechPipe-1
  - Project Designation -HVAC-1
  - Project Designation –Fire Protection-1
  - Project Designation -Elec-1
  - Project Designation -Plumbing-1
  - Project Designation -TeleCom-1 or AV-1



- Project Designation –Pneumatic Tube-1, etc.

Additional designations may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.

- 6.03 Each model posted by the contractor shall contain model elements for the purpose of system identification and isolation during the clash detection process. Example:

**HVAC-1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Supply
- Return
- Exhaust
- Fire Smoke-Dampers
- VAV clearance
- AC Door Access
- Fan Coil Units
- FCU Access
- Equipment
- Equipment Pads
- Equipment Clearances
- Hangers (designated per system)
- Duct insulation
- Duct model to the outside face of dimensional duct
- Access zones, all equipment

**MechPipe-1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Hydronic Pipe Supply
- Hydronic Pipe Return
- Chilled Pipe Supply
- Chilled Pipe Return
- Shutoff Access
- Equipment
- Equipment Pads
- Equipment Clearances
- Hangers
- Pipe insulation

**Plumbing-1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Domestic Water Supply
- Domestic Water Return (with additional layer designations for hot and cold)
- Gas
- Med-Gas



- Shutoff Access (designated per system)
- Sanitary
- Vent
- Roof Drain
- Rain Conductors
- Equipment
- Equipment Pads
- Equipment Clearances
- Hangers (designated per system)

**Elec-1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Lights
- Light Clearance
- Conduit (with additional layer designation for power and data)
- Cable Tray
- Cable Tray Access Clearance
- Pull Boxes
- Pull Box Access Clearance
- J-Boxes
- Elec. Panels
- Elec. Panel Access Clearance
- Elec. Troughs
- Elec. Trough Access Clearance
- Equipment
- Equipment Clearances
- Equipment Pads
- Hangers

**Fire Protection1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Mains
- Branches
- Shutoff Access
- Hangers

**Pneumatic Tube-1 shall contain model elements for:**

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Equipment
- Equipment Access
- Hangers



### Concrete PreCast Plank

- All items which appear in a schedule and has a schedule name will correspond with a 3-D model element including model element data.
- Plank w/ camber
- Plank w/ cores and openings
- Plank w/ all conduit or piping as required
- Plank embeds
- Plank rebar
- Plank setting plates or items
- Plank vertical chase requirements must be modeled and coordinated

Additional sub layers may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.

- 6.04 Clash detection files will be posted to **Revizto** before **12:00 PM**, on **Wednesday and Friday** by each of the trades. The lead coordinator will also post updated coordination models as needed. The lead coordinator will maintain the master coordination files. The weekly coordination model will be name abbreviated Project Name-Floor-Coordination Model-Month-Day-Year.

All coordination participants will maintain a current control copy of their own drawing files outside of the project's web-based posting site. Control drawings are to include all previously posted files.

- 6.05 Trade Colors in the Coordination environment:

- Duct Supply – Dark Green
- Duct Return- Light Blue
- Duct Exhaust –Light Green
- Mech Pipe- Orange
- Pressure lines/Gas – Tan
- Sanitary/Vent – Brown
- Rain Conductors/Roof Drains – Maroon
- Domestic Water- Blue
- Fire – Red
- Pneumatic – Purple
- Electrical – Yellow
- All Base Architectural Elements (walls, soffits, ceiling & floor planes, etc.) will assume Arch model color scheme saved in the export or Lead Coordinator will modify select color scheme in the coordination model.
- Steel – Dark Grey
- Any hangers and equipment (that is fed per the designated system) will assume the same color of that system it is associated with. Additional color schemes may be added based on project specific scope and deliverable requirements and/or deemed as a critical component to the coordination process.

- 6.06 When posting drawing files for coordination:

- Posted Contractor coordination files of each trades system should be clash-free with in their respective data. To clarify; trades should refrain from posting data that shows their systems clashing with itself.



- When coordination of an area is completed there should not be any unresolved clashes remaining.
  - These files should be void of any text, dimensions or any other notations.
- 6.07 Each coordination participant is required to submit three (3) complete sets of installation drawings as well as electronic PDF's prior to any work being installed in the field. If A/E spec requires more or less than that will govern over this document. These complete drawings are to be fully dimensioned and notated. Items to be noted in the final, fully coordinated drawing paper and electronic files of each system include:
- Bottom and top elevations of duct, pipe, conduit racks, cable trays etc. must be indicated (where applicable).
  - Dimensions shall be shown from the gridlines to the centerline of each element drawn (round duct, pipe, cable tray, etc.) and from finished floor.
  - Height to top of light housing assembly must be indicated.
  - Labeling of all equipment.
- 6.08 During the coordination drawing effort, priority will be given to those systems that have the least flexibility. The following list is a descending order of the system priority and shall be used as a general guideline. Throughout the coordination drawing effort, adjustments and deviations to this list can be made with the approval of EDiS Company. (0'- 6") clear above the ceiling shall be maintained for access and construction of the ceiling, whenever possible. Required maintenance and/or code access spaces and set-backs take precedence over all systems.
- Gravity Pipe
  - Plumbing Vent
  - Ductwork and appurtenances
  - Cable tray
  - Recessed light fixtures
  - Fire protection piping and fixtures
  - Electrical conduit over (3/4") in diameter
  - Pneumatic tube and other record or material conveying systems
  - HVAC piping
  - Plumbing, supply and medical gas piping
  - Electrical conduit smaller than 3/4" in diameter
  - Above ceiling miscellaneous metal supports
  - Provide all copper tube routes (racks) for mechanical systems, including valves, clearance zones and hangers.
- 6.09 Items to be included in the detailed drawing progress include:  
[For the following trades HVAC, HVAC piping, electrical, fire protection, building management, carpentry, general works trades and structural]
- All systems must be fully detailed and shown as individual elements including ductwork, all piping 3/4" and larger, pneumatic tubing, exterior wall connections, any piping that is smaller than 1/2" that is racked or banked, etc.
  - Ductwork is to include size, layout and routing of all metal and flex ductwork, re-heat coils, terminal units, filters registers, grilles, diffusers, and similar features; provide notation for diffuser boot sizes and heights and any other special features



- All valves, dampers and VAV's or heat pumps will note any items requiring access for service and maintenance as well as access doors in inaccessible ceilings.
  - All piping valves, boxes, supports, etc. are to be fully detailed
  - Sprinkler head locations shall be shown on ceiling plans.
  - All electrical conduits one and a quarter inches (1 1/4") or more in diameter are to be modeled and shown in addition to smaller diameter conduit that is racked or banked.
  - Electrical items such as hangers, supports, electrical fixtures, lights, speakers, detectors, sensors, cable trays, raceways, sleeves, pull boxes, and access space claims, etc. must be shown.
  - If an element is not shown, under the lead coordinators approval, it will be assumed to be field routed and to not interfere with the other elements that are shown or within code clearances. Contractors who field route their elements are responsible to ensure their installation will be feasible and void of creating a clash in the field. Coordinated items take precedence over field routing.
  - All major hangers and supports (including sway bracing, equipment bracing, hangers, etc.), penetrations, openings must be shown for all systems. Sharing of supports with other systems is discouraged but can be accomplished with prior owner and/or field inspector approval.
  - All insulation must be shown with appropriate thicknesses. All insulation & clearance zones will be modeled or accounted for during the clash detection process.
  - Sprayed Fire Protection (all methods): If required by your building type, establish a safe thickness from all structural objects with which to run your clashes. Assume fire spray will be two inches (2") thick.
  - Engineered stud framing must be modeled for king studs and doors.
  - Code clearances and maintenance access clearances must be shown and maintained; these include, but are not limited to access to VAVs, air handling units, egresses around pumps and tanks, smoke FDs, electrical panels, pneumatic tube transfer units, cable tray access, pull boxes, valve access, etc.
  - All trades must coordinate and detail their systems with the intent of installing each system at the optimal elevation above ceiling, taking into consideration, access to equipment for maintenance, repairs, connections, filters and removal while eliminating or minimizing the impact to surrounding components.
  - All concrete plank modeled by plank installers contract. 3-D model the plank per structural design calculations. Include all but not limited to cores, hollow sections, vertical sleeve locations, rebar, setting embeds and misc. structural attachment items
- 6.10 Established Clash Files are to be incorporated to ensure proper coordination. List of those files to be provided by the Lead Coordinator.
- 6.11 Refer to Appendix B – Soft Clash Requirements for additional soft-clash requirements.

## 7.0 SCHEDULE OF DRAWING COMPLETION AND SIGN-OFF

- 7.01 The participants must plan on the coordination process taking two to three months. The coordination schedule is as follows:  
This table will be populated at the BIM Coordination Kick-off Meeting. OR Schedule to be developed as part of the master construction schedule development (see Section 00230).



Colonial School District  
John G. Leach School  
BIM PROJECT EXECUTION PLAN

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Zone	Floor	Coordination Meeting	Sign-Off Date

7.02 At the completion of each floor, the team will determine the specific "priority walls" that will be constructed full-height ahead of other interior partitions and MEP installations.

7.03 D MEP/FP Coordination Team

- The goal of the coordination team will be to integrate the architectural, structural, mechanical, electrical, fire protection, and project specific elements into a collaborative 3-D model to identify and resolve issues pertaining to MEP/FP systems and to ensure succinct and expedited field installations of these systems following the release of each zone/floor after clash free conditions are met. (Filled out at BIM Coordination Kick-off Meeting)

<b>BIM Coordinator</b>	<b>AMP Consulting</b>
Main Contact	Chris Donahue
Phone Number	302-893-0492
Email Address	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a>
<b>Project Manager</b>	<b>EDiS Company</b>
Main Contact	Jason Hartman
Phone Number	302-421-5700
Email Address	<a href="mailto:jhartman@ediscompany.com">jhartman@ediscompany.com</a>
<b>Project Engineer</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Project Superintendent</b>	<b>EDiS Company</b>
Main Contact	Larry Carroll
Phone Number	302-287-1298
Email Address	<a href="mailto:lcarroll@ediscompany.com">lcarroll@ediscompany.com</a>
<b>Site Contractor</b>	<b>TBD</b>
Main Contact	
Phone Number	



Colonial School District  
 John G. Leach School  
 BIM PROJECT EXECUTION PLAN

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Email Address	
<b>HVAC</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Electrical</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Concrete</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Plumbing and Piping</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Architectural</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>MEP/FP Engineers</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Structural Steel</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	
<b>Miscellaneous Steel</b>	<b>TBD</b>
Main Contact	
Phone Number	
Email Address	



## LOD REQUIREMENT

### ARTICLE 1: GENERAL PROVISIONS

- 1.1 This document defines protocols, expected levels of development, and authorized uses of Building Information Models on this Project. It assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.
- 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

### ARTICLE 2: LEVEL OF DEVELOPMENT (LOD)

- 2.1 The following LOD descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.
- 2.2 **LOD 350**
- 2.2.1 **Model Content Requirements.** Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.
- 2.2.2 **Authorized Uses**
- 2.2.2.1 **Analysis.** The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.
- 2.2.2.2 **Cost Estimating.** The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).
- 2.2.2.3 **Schedule.** The Model may be used for project phasing and overall duration.
- 2.3 **LOD 300**
- 2.3.1 **Model Content Requirements.** Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Existing building elements are modeled as shown on building record drawings. Non-geometric information such as object description and object tags (door number, equipment number, etc) and quantities should be included with each object. Examples of the details required for systems modeled to LOD 300 include, but are not limited to:
- Show all, but not limited to, unground utilities, plumbing and mechanical, concrete modeled as contract documents.
  - Site Utilities (see matrix and 6.1 front end)
  - Masonry
  - Steel decking
  - PRECAST PLANK
  - Correct slopes for gravity piping for sanitary, storm or wet fire suppression systems.



- Piping materials specifically called out on documents included with model element attributes (generic manufacturer for system components are acceptable).
- Insulation around Pipe and Ducting.
- Duct dampers included with the duct system.
- Doors/Frames (hollow metal and storefront)
- Owner Furnished Fixtures, Equipment, etc. generically modeled as space claims by the Model Element Author (MEA).
- Concrete
- Anchor bolts
- Structural steel
- Steel stairs, handrails
- Floor/roof penetration steel
- Significantly sized support hangers and sleeves for all systems
- Uni-Strut associated with system components if it is located in a tight overhead space (case by case basis)
- Architectural millwork/casework
- Metal panels and support steel
- Curtainwall system
- Steel stud framing including kickers and trusses at floor penetrations.
- Valve locations (clearance)
- Access panels (these should be modeled with the system they provide access to).
- Conduit racks or other substantially wide / bundled electrical routing. (these can be generically modeled, i.e. extruded boxes, space claims)
- Single conduit runs associated with any system (lighting, power, controls, etc) if needed to coordinate concrete coring.
- Kitchen equipment
- MEP/FP & Low Voltage Equipment
- MEP/FP & Low Voltage Systems
- Pull box locations and any extra space claims for their access.
- Telecom & Data

### 2.3.2 Authorized Uses

- 2.3.2.1 **Construction.** Suitable for the generation of traditional construction documents. Contractors may utilize this model for coordination purposes and creation of shop drawings.
- 2.3.2.2 **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
- 2.3.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.



## ARTICLE 3: MODEL ELEMENTS

### 3.1 **Reliance on EDiS Company's Model Element Matrix**

3.1.1 The EDiS Company Model Element Matrix at the end of this section identifies (1) the LOD required for each Model Element at the end of each Project phase, and (2) the Model Element Author responsible for developing the Model Element to the LOD identified. Each Model Element Author's content is intended to be shared with subsequent Model Element Authors and Model Users throughout the course of the Project.

3.1.2 It is understood that while the content of a specific Model Element may include data that exceeds the required LOD identified in the Model Element Table for a particular phase, Model Users and subsequent Model Element Authors may rely on the accuracy and completeness of a Model Element consistent only with the content required for a LOD identified in the Model Element Table.

3.1.3 Any use of, or reliance on, a Model Element inconsistent with the LOD indicated in the Model Element Table by subsequent Model Element Authors or Model Users shall be at their sole risk and without liability to the Model Element Author. To the fullest extent permitted by law, subsequent Model Element Authors and Model Users shall indemnify and defend the Model Element Author from and against all claims arising from or related to the subsequent Model Element Author's or Model User's modification to, or unauthorized use of, the Model Element Author's content.

### 3.2 **Table Instructions**

3.2.1 The Model Element Table at the end of this section indicates the LOD to which each Model Element Author (MEA) is required to develop the content of the Model Element at the conclusion of each phase of the Project. EDiS Company holds the rights of this table and all ownership right for edits are performed via EDiS Company.

3.3 EDiS Company's Model Element Matrix AIA Document G204-2022 (attached.)

3.4 Insertion Point (TBD)



# AIA<sup>®</sup> Document E402™ – 2022

## ***BIM Exhibit for Sharing Models Solely Within the Construction Team***

This Exhibit dated the 31th day of October in the year 2025 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:  
*(Name and location or address of the Project)*

John G. Leach School  
2460 Bear Corbitt Road  
New Castle, DE 19720

Contractor:  
*(Name, legal status, address, designated representative, and other information)*

EDiS Company, Inc.  
110 S. Poplar Street, Suite 400  
Wilmington, DE 19801

Subcontractor:  
*(Name, legal status, address, discipline, designated representative, and other information)*

TBD

The Parties agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be incorporated into an agreement between the Parties.

## 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. The Parties may distinguish a Model Portion by discipline, trade, area, location, phase, or other mutually agreeable distinction.

§ 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 **Construction Team.** The Construction Team is the Contractor, its Subcontractors, and Sub-subcontractors, including fabricators, at any tier.

§ 1.2.6 **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.

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

§ 1.2.8 **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.

§ 1.2.9 **Party and Parties.** Party and Parties are the signing parties to the Agreement.

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

§ 1.3 The Contractor, the Subcontractor, and all other Construction Team members agree to incorporate this Exhibit, executed as of the day and year first written above, into their agreements with all other Construction Team members. A Party may require any Construction Team member to confirm that it has incorporated this Exhibit into its agreement for the Project.

§ 1.3.1 The Parties agree that each member of the Construction Team is an intended third-party beneficiary of the Section 1.3 obligation to incorporate this Exhibit into agreements with other members of the Construction Team 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 members of the Construction Team 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.

## ARTICLE 2 MODEL USES, SHARING, AND RELIANCE

§ 2.1 **General.** The Construction Team 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 Construction Team 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 **Design** *(Examples include design authoring, design review, 3D coordination, structural analysis, lighting analysis, energy analysis, site utilization, engineering analysis, scheduling, cost estimating, value engineering, peer review, and constructability):*
- § 2.2.1.2 **Construction Management** *(Examples include preconstruction activities, site analysis, energy analysis, scheduling, cost and quantity estimating, documentation of existing conditions, site logistics, construction sequencing, scheduling, cost estimating, value engineering, and constructability):*
- § 2.2.1.3 **Construction** *(Examples include construction system design, procurement, fabrication, 3D control and planning, and record modeling):*
- § 2.2.1.4 **Post Construction** *(Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling):*

Init.

[ X ] § 2.2.1.5 Other:

Building Information Modeling

§ 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 **Sharing Protocols Within the Construction Team.** Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that all Model Portions may be shared among all Construction Team members.

§ 2.4 **Sharing Protocols Outside the Construction Team.** Prior to transmitting a Model or Model Portion to anyone other than a member of the Construction Team, Construction Team members shall (1) obtain the written consent of the Model Author(s) and the Contractor, and (2) execute a digital data licensing agreement with the recipient.

§ 2.5 **Model Reliance**

§ 2.5.1 A Construction Team member 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 Construction Team member's sole risk.

§ 2.5.1.1 Construction Team members may reasonably rely upon Model Portions created by another Construction Team member as required to coordinate their work with the other members of the Construction Team whose work might affect theirs. Portions 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 are subject to the reliance and authorization provisions of Section 2.5.

§ 2.5.2 **Issuing Model Versions.** The Construction Team members 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 Construction Team members 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 Construction Team members 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. Construction Team members 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. Construction Team members 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 Construction Team members 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 Contractor.

**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 Contractor shall be responsible for preparing and updating the BIM Execution Plan in collaboration with the other Construction Team members:

*(Identify the Construction Team member who will be responsible for preparing and updating the BIM Execution Plan, if other than the Contractor. If different Construction Team members 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 G205™-2022 Abbreviated Model Element Table
- 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.)

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

§ 3.4 Upon receipt of the BIM Execution Plan, all Construction Team members shall promptly review the BIM Execution Plan for the purpose of providing notice of any objections thereto to the Project Participant responsible for preparing the BIM Execution Plan.

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

§ 3.6 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 Construction Team members 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. - NOT USED**

**§ 4.3 LOD 200. - NOT USED**

**§ 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. - NOT USED**

**§ 4.6 LOD 500. - NOT USED**

#### **ARTICLE 5 NON-BIM DIGITAL DATA**

**§ 5.1** For the creation, storage, management, archiving, and sharing of Digital Data other than Models, the Construction Team members 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.)*

**§ 5.1.1** If the Construction Team members follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data as identified in Section 5.1, then the Construction Team member responsible for Model management shall also compile an archive of Digital Data other than Models at the end of any Designated Delivery Milestone and shall preserve it without alteration. Each Construction Team member 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.

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User Notes:

(2002016052)

§ 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 Construction Team member 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 Construction Team member 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.)*

§ 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 Construction Team members 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, Construction Team members developing or using Models or Digital Data.)*

Coverage

Limits

#### ARTICLE 8 OTHER TERMS AND CONDITIONS

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

§ 8.2 This Exhibit is comprised of the following documents:

- .1 AIA Document E402™-2022 BIM Exhibit for Sharing Models Solely Within the Construction Team;
- .2 Other documents, if any, listed below:

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# AIA<sup>®</sup> Document G203™ – 2022

## ***BIM Execution Plan***

**BIM EXECUTION PLAN VERSION NUMBER:**

**DATE:** October 31, 2025

**PROJECT NAME:**

*(Name and location or address of the Project)*

John G. Leach School  
2460 Bear Corbitt Road  
New Castle, E 19720

**PROJECT OWNER:**

*(Name and address)*

Colonial School District  
701 East Basin Road  
New Castle, DE 19720

**EXHIBIT NAME:**

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

John G. Leach School BIM Project Executive Plan dated October 31, 2025

**INTENDED GOALS FOR MODELS ON THE PROJECT:**

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

**ADDITIONS AND DELETIONS:**

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

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

This document is intended to be incorporated into an agreement between the Parties.

**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.)*

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)
JOHN G. LEACH SCHOOL	Owner Representative	Andrew Moffett	<a href="mailto:Andrew.moffett@colonial.k12.de.us">Andrew.moffett@colonial.k12.de.us</a> 302-323-2700
EDiS Company	Construction Manager	Jason Hartman	<a href="mailto:jhartman@ediscompany.com">jhartman@ediscompany.com</a> 302-420-3083
AMP Consulting	BIM Director	Christopher Donahue	<a href="mailto:cdonahue@ampconsulting.build">cdonahue@ampconsulting.build</a> 302-893-0492
STUDIO JAED	Architect	Paul Guggenberger	<a href="mailto:guggenbergerp@studiojaed.com">guggenbergerp@studiojaed.com</a>
Baker Ingram	Structural Engineer		
STUDIO JAED	MEP Engineer	Brian Zigmond	<a href="mailto:zigmondb@studiojaed.com">zigmondb@studiojaed.com</a>
Site Studios	Civil Engineer	Brian Morgan	443-553-5455
Walloverarchitects	Pool Consultants		

**§ 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.)*

TBD

**§ 1.3 Existing Data**

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

Request files from Studio JAED

**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.)*

**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
Revizto	5	
Navisworks		

**§ 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.)*

**§ 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.)*

**§ 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:

**§ 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:

Training on Revizto is provided via AMP Consulting/Revizto Representative

**§ 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.)*

#### 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.)*

#### 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.)*

0, 0, 0

**§ 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.)*

**§ 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.)*

**§ 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.)*

**§ 5.6 Design Options**

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

**§ 5.7 File Naming Conventions**

*(Indicate protocols for naming each type of file.)*

**§ 5.8 Modeling Standards**

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

**ARTICLE 6 MODEL MANAGEMENT PROTOCOLS**

**§ 6.1 Responsibility**

*(Define individual roles and responsibilities for Model management.)*

**§ 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
Virtual	Prior to beginning field work	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.)*

- § 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.)*
  
- § 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.)*
  
- § 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.)*

[ ] **§ 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.)*

[ ] **§ 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

[ ] 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.)*

**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.)*

**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.)*

**§ 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.)*

**ARTICLE 10 OTHER BIM OR MODELING PROVISIONS**

Other provisions related to BIM or Modeling are as follows:

All contractors involved with the coordination process are responsible for paying the Revizto license cost. The license cost is \$1,200

**ARTICLE 11 EXHIBITS AND ATTACHMENTS**

*(List here any exhibits and attachments to this BIM Execution Plan.)*

 **AIA**® **Document G204™ – 2022**  
**Model Element Table**

**MODEL ELEMENT TABLE DATE:** October 31, 2025

This Model Element Table dated the day and year written above is incorporated into the BIM Execution Plan between the Parties for the following Project:

*(Name and location or address of the Project)*

John G. Leach School  
2460 Bear Corbitt Road  
New Castle, DE 19720

**BIM EXECUTION PLAN NAME:**

*(Identify, by date and full title, the BIM Execution Plan into which this LOD Table is incorporated) (the “BIM Execution Plan”)*

Colonial School District John G. Leach School BIM Project Executive Plan dated October 31, 2025

**MOST RECENT BIM EXECUTION PLAN VERSION OR DATE:** October 31, 2025

**EXHIBIT NAME:**

*(Identify, by date and full title, the BIM and Digital Data Exhibit into which the BIM Execution Plan is incorporated) (the “Exhibit”)*

Colonial School District John G. Leach School BIM Project Executive Plan dated October 31, 2025

**TABLE OF ARTICLES**

**ARTICLE 1 LEVELS OF DEVELOPMENT**

**ARTICLE 2 MODEL ELEMENT TABLE**

The terms used in this Model Element Table have the same meaning as those in the Exhibit.

*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.*

## ARTICLE 1 LEVELS OF DEVELOPMENT

§ 1.1 **Level of Development Definitions.** The Level of Development (LOD) descriptions shall be as set forth in the Exhibit.

§ 1.2 Any Model Element that does not have an LOD defined at a phase is not required to be Modeled at that phase. If a Model Element is modeled and no LOD is provided at that phase, the Model Element may not be relied upon.

## ARTICLE 2 MODEL ELEMENT TABLE

§ 2.1 **Table Instructions.** The Model Element Table in Section 2.4 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 2.2 **Model Element Table Abbreviations.** Abbreviations for each Model Element Author to be used in the Model Element Table are as set forth in the Abbreviations tab.

§ 2.3 **Model Element Table Notes.** Notes for each Model Element in the Model Element Table are as set forth in the Notes tab. Limitations or qualifications on Model Elements may be described in the Notes.

## § 2.4 Model Element Table

27-Oct-25	<b>Modeled</b>	<b>Bid Package 'A'</b>	<b>Bid Package 'B'</b>	Identify (1) whether a Model Element will be modeled, (2) the LOD required for each Model Element at each Project milestone, (3) the Model Element Author, and (4) references to any applicable notes found in Section 2.3.		
Indicate whether the Model Element is included in the Project by inserting an "x" in the "Modeled" column. If a "Modeled" cell is left blank, the Element in that row will not be included in a Model Portion.						
Insert abbreviations for each MEA identified in the "Abbreviations" tab.						
Project Milestones headings may be modified to identify delivery milestones as defined in the Agreement.						
NOTE: LODs must be adapted for the unique characteristics of each Project.						
<b>Model Elements Utilizing CSI UniFormat™</b>						
<b>A Substructure</b>						
<b>A10 FOUNDATIONS</b>	LOD	MEA	Notes	LOD	MEA	Notes
<b>A1010 Standard Foundations</b>						
A1010.10 Wall Foundations	X	300	A-03/A-04			
A1010.90 Standard Foundation Supplementary Components	X	300	A-03/A-04			
A1020.30 Special Foundation Walls	X	300	A-03/A-04			
A1020.40 Foundation Anchors	X	300	A-03/A-04			
<b>A40 SLABS-ON-GRADE</b>						
<b>A4010 Standard Slabs-on-Grade</b>	X	300	A-03			
<b>A4020 Structural Slabs-on-Grade</b>	X	300	A-03			
<b>A4030 Slab Trenches</b>	X	300	A-03			
<b>A4040 Pits and Bases</b>	X	300	A-03			
<b>A60 WATER AND GAS MITIGATION</b>						
<b>A6010 Building Subdrainage</b>						
A6010.10 Foundation Drainage	X	350	A-03			
A6010.20 Underslab Drainage	X	350	A-03			
<b>B Shell</b>						
<b>B10 SUPERSTRUCTURE</b>						
<b>B1010 Floor Construction</b>						
B1010.10 Floor Structural Frame	X	350	A-03			
B1010.20 Floor Decks, Slabs, and Toppings	X	350	A-03			
B1010.40 Mezzanine Floor Construction (if applicable)	X	350	A-03			
B1010.50 Ramps	X	350	A-03			
B1010.90 Floor Construction Supplementary Components	X	300	A-05			
<b>B1020 Roof Construction</b>						
B1020.10 Roof Structural Frame (K Joists)	X	300	A-05			
B1020.20 Roof Decks, Slabs, and Sheathing	X	350	A-05			
B1020.30 Canopy Construction	X	350	A-05			
B1020.90 Roof Construction Supplementary Components	X	350	A-05			
<b>B1080 Stairs</b>						
B1080.10 Stair Construction	X	300	A-05			
B1080.30 Stair Soffits	X	300	A-05			
B1080.50 Stair Railings	X	300	A-05			
B1080.60 Fire Escapes	X	300	A-05			
B1080.70 Metal Walkways	X	300	A-05			
B1080.80 Ladders	X	300	A-05			
<b>B20 EXTERIOR VERTICAL ENCLOSURES</b>						
<b>B2010 Exterior Walls</b>						
B2010.10 Exterior Wall Vener	X	350	A-04/A-09			
B2010.20 Exterior Wall Construction	X	350	A-04/A-13			
B2010.30 Exterior Wall Interior Skin	X	350	A-04/A-13			
B2010.40 Fabricated Exterior Wall Assemblies	X	350	A-04			
B2010.50 Parapets	X	350	A-04/A-13			
B2010.60 Equipment Screens	X	350	A-04/A-13			
B2010.80 Exterior Wall Supplementary Components	X	350	A-04/A-13			
B2010.90 Exterior Wall Opening Supplementary Components	X	350	A-04/A-13			
<b>B2020 Exterior Windows</b>						
B2020.10 Exterior Operating Windows	X	350	A-12			
B2020.20 Exterior Fixed Windows	X	350	A-12			

27-Oct-25

Identify (1) whether a Model Element will be modeled, (2) the LOD required for each Model Element at each Project milestone, (3) the Model Element Author, and (4) references to any applicable notes found in Section 2.3.			<b>Modeled</b>	<b>Bid Package 'A'</b>	<b>Bid Package 'B'</b>			
Indicate whether the Model Element is included in the Project by inserting an "x" in the "Modeled" column. If a "Modeled" cell is left blank, the Element in that row will not be included in a Model Portion.								
Insert abbreviations for each MEA identified in the "Abbreviations" tab.								
Project Milestones headings may be modified to identify delivery milestones as defined in the Agreement.								
NOTE: LODs must be adapted for the unique characteristics of each Project.								
<b>Model Elements Utilizing CSI UniFormat™</b>								
			<b>LOD</b>	<b>MEA</b>	<b>Notes</b>	<b>LOD</b>	<b>MEA</b>	<b>Notes</b>
	B2020.30	Exterior Window Wall	X	350	A-12			
	B2020.50	Exterior Special Function Windows	X	350	A-12			
<b>B2050</b>	<b>Exterior Doors and Grilles</b>							
	B2050.10	Exterior Entrance Doors	X	350	A-11/A-12			
	B2050.20	Exterior Utility Doors	X	350	A-11			
	B2050.30	Exterior Oversize Doors	X	350	A-06			
	B2050.40	Exterior Special Function Doors	X	350	A-06			
	B2050.60	Exterior Grilles	X	350	A-11/A-12			
	B2050.70	Exterior Gates	X	350	A-01			
	B2050.90	Exterior Door Supplementary Components	X	350	A-11/A-12			
<b>B2080</b>	<b>Exterior Wall Appurtenances</b>							
	B2080.10	Exterior Fixed Grilles and Screens	X	300	A-24			
	B2080.70	Exterior Fabrications (Exterior Metal Panels)	X	300	A-09			
<b>B2090</b>	<b>Exterior Wall Specialties</b>							
<b>B30</b>	<b>EXTERIOR HORIZONTAL ENCLOSURES</b>							
<b>B3010</b>	<b>Roofing</b>							
	B3010.70	Canopy Roofing	X	300	A-07			
<b>B3020</b>	<b>Roof Appurtenances</b>							
	B3020.10	Roof Accessories (Access)	X	350	A-07			
	B3020.30	Roof Specialties	X	350	A-07			
<b>B3060</b>	<b>Horizontal Openings</b>							
	B3060.50	Vents and Hatches	X	350	A-07			
<b>C</b>	<b>Interiors</b>							
<b>C10</b>	<b>INTERIOR CONSTRUCTION</b>							
<b>C1010</b>	<b>Interior Partitions</b>							
	C1010.10	Interior Fixed Partitions	X	350	A-04/A-13			
	C1010.20	Interior Glazed Partitions	X	350	A-06/A-12			
<b>C1020</b>	<b>Interior Windows</b>							
	C1020.20	Interior Fixed Windows	X	300	A-06/A-11/A-12			
<b>C1030</b>	<b>Interior Doors</b>							
	C1030.10	Interior Swinging Doors	X	300	A-06/A-11			
	C1030.20	Interior Entrance Doors	X	300	A-06/A-11			
	C1030.25	Interior Sliding Doors	X	300	A-06/A-11/A-12			
	C1030.30	Interior Folding Doors	X	300	A-06/A-11			
	C1030.40	Interior Coiling Doors	X	300	A-06/A-11			
	C1030.50	Interior Panel Doors	X	300	A-06/A-11			
	C1030.70	Interior Special Function Doors	X	300	A-06/A-11			
	C1030.80	Interior Access Doors and Panels	X	300	A-06/A-11			
	C1030.90	Interior Door Supplementary Components	X	300	A-06/A-11			
<b>D</b>	<b>Services</b>							
<b>D20</b>	<b>PLUMBING</b>							
<b>D2010</b>	<b>Domestic Water Distribution</b>							
	D2010.20	Domestic Water Equipment	X	350	A-23			
	D2010.40	Domestic Water Piping	X	350	A-23			
	D2010.60	Plumbing Fixtures	X	350	A-23			
	D2010.90	Domestic Water Distribution Supplementary Components	X	350	A-23			
<b>D2020</b>	<b>Sanitary Drainage</b>							
	D2020.10	Sanitary Sewerage Equipment	X	350	A-23			
	D2020.30	Sanitary Sewerage Piping	X	350	A-23			
	D2020.90	Sanitary Drainage Supplementary Components	X	350	A-23			
<b>D2030</b>	<b>Building Support Plumbing Systems</b>							
	D2030.10	Stormwater Drainage Equipment	X	350	A-01/A-23			
	D2030.20	Stormwater Drainage Piping	X	350	A-01/A-23			

27-Oct-25

Identify (1) whether a Model Element will be modeled, (2) the LOD required for each Model Element at each Project milestone, (3) the Model Element Author, and (4) references to any applicable notes found in Section 2.3.			<b>Modeled</b>	<b>Bid Package 'A'</b>	<b>Bid Package 'B'</b>			
Indicate whether the Model Element is included in the Project by inserting an "x" in the "Modeled" column. If a "Modeled" cell is left blank, the Element in that row will not be included in a Model Portion.								
Insert abbreviations for each MEA identified in the "Abbreviations" tab.								
Project Milestones headings may be modified to identify delivery milestones as defined in the Agreement.								
NOTE: LODs must be adapted for the unique characteristics of each Project.								
<b>Model Elements Utilizing CSI UniFormat™</b>								
						<b>LOD</b>	<b>MEA</b>	<b>Notes</b>
	D2030.30	Condensate Drains	X	350	A-23			
<b>D2060</b>	<b>Process Support Plumbing Systems</b>							
	D2060.30	Gas Systems	X	350	A-23			
<b>D30</b>	<b>HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)</b>							
<b>D3020</b>	<b>Heating Systems</b>							
	D3020.10	Heat Generation	X	350	A-24			
	D3020.90	Heating System Supplementary Components	X	350	A-24			
<b>D3030</b>	<b>Cooling Systems</b>							
	D3030.10	Central Cooling	X	350	A-24			
	D3030.90	Cooling System Supplementary Components	X	350	A-24			
<b>D3050</b>	<b>Facility HVAC Distribution Systems</b>							
	D3050.50	HVAC Air Distribution	X	350	A-24			
	D3050.90	Facility Distribution Systems Supplementary Components	X	350	A-24			
<b>D3060</b>	<b>Ventilation</b>							
	D3060.10	Supply Air	X	350	A-24			
	D3060.20	Return Air	X	350	A-24			
	D3060.30	Exhaust Air	X	350	A-24			
	D3060.40	Outside Air	X	350	A-24			
	D3060.60	Air-to-Air Energy Recovery	X	350	A-24			
	D3060.70	HVAC Air Cleaning	X	350	A-24			
	D3060.90	Ventilation Supplementary Components	X	350	A-24			
<b>D40</b>	<b>FIRE PROTECTION</b>							
<b>D4010</b>	<b>Fire Suppression</b>							
	D4010.10	Water-Based Fire-Suppression	X	350	A-22			
	D4010.50	Fire-Extinguishing	X	350	A-22			
	D4010.90	Fire Suppression Supplementary Components	X	350	A-22			
<b>D50</b>	<b>ELECTRICAL</b>							
<b>D5010</b>	<b>Facility Power Generation</b>							
	D5010.10	Packaged Generator Assemblies	X	350	A-26	350	B-26	
	D5010.70	Transfer Switches	X	350	A-26	350	B-26	
	D5010.90	Facility Power Generation Supplementary Components	X	350	A-26	350	B-26	
<b>D5020</b>	<b>Electrical Service and Distribution</b>							
	D5020.10	Electrical Service	X	350	A-26	350	B-26	
	D5020.30	Power Distribution	X	350	A-26	350	B-26	
	D5020.70	Facility Grounding	X	350	A-26	350	B-26	
	D5020.90	Electrical Service and Distribution Supplementary Components	X	350	A-26	350	B-26	
<b>D5030</b>	<b>General Purpose Electrical Power</b>							
	D5030.90	General Purpose Electrical Power Supplementary Components	X	350	A-26	350	B-26	
<b>D5040</b>	<b>Lighting</b>							
	D5040.10	Lighting Control	X	350	A-26	350	B-26	
	D5040.20	Branch Wiring for Lighting	X	350	A-26	350	B-26	
	D5040.50	Lighting Fixtures	X	350	A-26	350	B-26	
	D5040.90	Lighting Supplementary Components	X	350	A-26	350	B-26	
<b>D5080</b>	<b>Miscellaneous Electrical Systems</b>							
	D5080.10	Lightning Protection	X	350	A-26	350	B-26	
<b>D60</b>	<b>COMMUNICATIONS</b>							
<b>D6010</b>	<b>Data Communications</b>							
	D6010.10	Data Communications Network Equipment	X	350	A-26/A-28	350	B-26	
<b>D6020</b>	<b>Voice Communications</b>							
	D6020.10	Voice Communications Switching and Routing Equipment (Structured Cabling)	X	350	A-28			
<b>D6030</b>	<b>Audio-Video Communication</b>							
	D6030.10	Audio-Video Systems (Structured Cabling)	X	350	A-28			
	D6030.50	Electronic Digital Systems (Structured Cabling)	X	350	A-28			

27-Oct-25

<p>Identify (1) whether a Model Element will be modeled, (2) the LOD required for each Model Element at each Project milestone, (3) the Model Element Author, and (4) references to any applicable notes found in Section 2.3.</p> <hr/> <p>Indicate whether the Model Element is included in the Project by inserting an "x" in the "Modeled" column. If a "Modeled" cell is left blank, the Element in that row will not be included in a Model Portion.</p> <hr/> <p>Insert abbreviations for each MEA identified in the "Abbreviations" tab.</p> <hr/> <p>Project Milestones headings may be modified to identify delivery milestones as defined in the Agreement.</p> <hr/> <p>NOTE: LODs must be adapted for the unique characteristics of each Project.</p>	<b>Modeled</b>		<b>Bid Package 'A'</b>		<b>Bid Package 'B'</b>			
<b>Model Elements Utilizing CSI UniFormat™</b>			<b>LOD</b>	<b>MEA</b>	<b>Notes</b>	<b>LOD</b>	<b>MEA</b>	<b>Notes</b>
<b>D6060</b>	<b>Distributed Communications and Monitoring</b>							
	D6060.10 Distributed Audio-Video Communications Systems (Structured Cabling)	X	350	A-28				
<b>D70</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>							
<b>D7030</b>	<b>Electronic Surveillance</b>							
	D7030.10 Video Surveillance	X	350	A-26/A-27		350	B-26	
	D7030.50 Electronic Personal Protection	X	350	A-26/A-27		350	B-26	
<b>D7050</b>	<b>Detection and Alarm</b>							
	D7050.10 Fire Detection and Alarm	X	350	A-26/A-27		350	B-26	
<b>E</b>	<b>Equipment and Furnishings</b>							
<b>E10</b>	<b>EQUIPMENT</b>							
<b>E1030</b>	<b>Commercial Equipment</b>							
	E1030.55 Unit Kitchens	X	350	A-20				
	E1030.80 Foodservice Equipment	X	350	A-20				
<b>F</b>	<b>Special Construction and Demolition</b>							
<b>F10</b>	<b>SPECIAL CONSTRUCTION</b>							
<b>F1050</b>	<b>Special Facility Components</b>							
	F1050.10 Pools	X	350	A-21				
<b>G30</b>	<b>LIQUID AND GAS SITE UTILITIES</b>							
<b>G3010</b>	<b>Water Utilities</b>							
	G3010.10 Site Domestic Water Distribution	X	350	A-01				
	G3010.30 Site Fire Protection Water Distribution	X	350	A-01				
	G3010.50 Site Irrigation Water Distribution	X	350	A-01				
<b>G3020</b>	<b>Sanitary Sewerage Utilities</b>							
	G3020.10 Sanitary Sewerage Utility Connection	X	350	A-01/A-23				
	G3020.20 Sanitary Sewerage Piping	X	350	A-01/A-23				
	G3020.50 Sanitary Sewerage Structures	X	350	A-01/A-23				
<b>G3030</b>	<b>Storm Drainage Utilities</b>							
	G3030.10 Storm Drainage Utility Connection	X	350	A-01				
	G3030.20 Storm Drainage Piping	X	350	A-01/A-23				
	G3030.30 Culverts	X	350	A-01/A-23				
	G3030.40 Site Storm Water Drains	X	350	A-01/A-23				
<b>G40</b>	<b>ELECTRICAL SITE IMPROVEMENTS</b>							
<b>G4010</b>	<b>Site Electric Distribution Systems</b>							
	G4010.10 Electrical Utility Services	X	350	A-26		350	B-26	
	G4010.20 Electric Transmission and Distribution	X	350	A-26		350	B-26	
	G4010.30 Electrical Substations	X	350	A-26		350	B-26	
	G4010.40 Electrical Transformers	X	350	A-26		350	B-26	
	G4010.50 Electrical Switchgear and Protection Devices	X	350	A-26		350	B-26	
	G4010.70 Site Grounding	X	350	A-26		350	B-26	
	G4010.90 Electrical Distribution System Instrumentation and Controls	X	350	A-26		350	B-26	
<b>G4050</b>	<b>Site Lighting</b>							
	G4050.10 Area Lighting	X	350	A-26		350	B-26	
	G4050.20 Flood Lighting	X	350	A-26		350	B-26	
	G4050.50 Building Illumination	X	350	A-26		350	B-26	
	G4050.90 Exterior Lighting Supplementary Components	X	350	A-26		350	B-26	

## § 2.2 Abbreviations

§ 2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:  
*(Provide abbreviations for each Model Element Author)*

**Abbreviation    Model Element Author (MEA)**

CSD	Colonial School District
LEACH	John G. Leach School
JAED	Stuido JAED
AMP	AMP Consulting
SITE	SITE Studios
BIA	Baker Ingram & Associates
EDiS	EDiS Company
B-26	ELECTRICAL

## § 2.3 Notes

### § 2.3 Model Element Table Notes

Notes:

*(List by number shown on table.)*

- 1 Model Element Table is an add on document to all bid package noted above and relating to all contractor's scope of work. The table identifies all bid package requirements to provide Building Information Models (BIM) during the BIM coordination process. In addition, refer to BIM protocol instruction to see LOD descriptions.
- 2 Contractors are required to attend coordination meetings, submit, and post to BuildingBlok and maintain the BIM schedule production process.

**SECTION 01 42 16**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 43 39**  
**MOCKUP REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section includes general requirements for constructing field mock-ups. Refer to technical sections for more product-specific mock-up requirements.
- B. Requirements for mock ups are supplemental to requirements for samples and field samples as specified in individual technical sections.

**1.02 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division of Specifications sections apply to this section.
- B. Refer to individual specification sections for required mock-ups.

**1.03 SUBMITTALS**

- A. Submit in accordance with Section 01 30 00 - Submittal Procedures all required submittals.
- B. Mock-up Plan: Copy of proposed locations for each mock-up.

**1.04 DEFINITIONS**

- A. Mock ups: Full-size, physical example assemblies, constructed on-site, to illustrate finishes and materials. Mock ups are used to:
  - 1. Verify selections made under Sample submittals;
  - 2. Demonstrate aesthetic effects and, where indicated, qualities of materials and execution;
  - 3. Review construction, coordination, testing or operation;
  - 4. Show interference between dissimilar materials; and
  - 5. Demonstrate compliance with specified installation tolerances.

**1.05 QUALITY ASSURANCE**

- A. Mockup Plan: Detailed, dimensioned plans and elevations showing mockup size, and items and materials that will be included in proposed mockup.
- B. Pre-Construction Conference: Prior to the construction of the mockups, a conference shall be scheduled by the Construction Manager for the purpose of reviewing the requirements and intent of mockups. The conference shall be attended by the Construction Manager, Owner, Contractor, and person supervising this phase of the Work
- C. Mock-ups to be constructed independantly of building construction. After all construction and punchlist is complete, the mock-ups shall be removed as indicated by the Owner.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Before installing portions of the Work requiring mock ups, build mock-ups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed work:
  - 1. Build mock ups in location and of full scale size and profile indicated, or as directed by the Architect.
  - 2. Mock-up shall include all elements of the exterior wall, demonstrating surface and material changes from the ground to the roof cornice/coping trim.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Employ supervisory personal to oversee mock up construction. Employ same workers that will be employed during the construction of the Project.
  - 5. Notify the Owner a minimum of fourteen (14) working days advance notice of dates and times when mock ups will be constructed and able to be inspected.

6. Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
  7. Allow five (5) working days for Owner's initial review and re-review of each mock up.
  8. Do not complete production of materials for final Project site until Owner's review of mock up has been obtained.
  9. The mockup will establish the standard of quality of workmanship by which the Work will be judged.
- B. Mockup Type: Construct mockup in accordance with approved shop drawings, project manual, and contract documents using exact materials and methods approved for the Project, including required accessories. See also drawings and individual material specification sections for Mock-up requirements
- C. Mock-up approval: The construction of several mock ups is required for the Architect/Engineer and Owner review and approval as part of this contract.
1. Mock-ups will be used to make final material selection, evaluate installation techniques, and evaluate compatibility of selected components. The completed mock ups will serve as a mutual understanding of the workmanship and methods to be used on actual installation.
  - 2.
  3. Unless otherwise indicated, accepted mock ups establish the standard by which the Work will be judged.
- D. Commence ordering of materials after mockup has been inspected and approved in writing by the Owner and Architect.
- E. Where mock up is rejected, replace, rebuild and/or modify mock up as directed by the Owner.
- F. Maintain mock ups during construction in an undisturbed condition as a standard of judging the completed Work.

**END OF SECTION**

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SECTION 014500 - QUALITY CONTROL

## 1. DESCRIPTION

- A. Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

## 2. RESPONSIBILITIES

- A. Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

- B. Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

- C. Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

- D. Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

- E. Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories.

- F. Submittals: Contractor shall submit a certified written report of each test, Inspection or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

- G. Report Data: Written inspection or test reports shall include:

1. Name of testing agency or test laboratory.
  2. Dates and locations of samples, tests or inspections.
  3. Names of individual present.
  4. Complete inspection of test data.
  5. Test results.
  6. Interpretations.
  7. Recommendations.
- H. Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."
- I. Special Instructions:
1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
  2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
  3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
  4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
  5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.
  6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

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SECTION 015113 - TEMPORARY ELECTRICITY

## 1. GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 26.

## B. DESCRIPTION OF SYSTEM

1. Power Source: existing utility pole as noted on the “Utility Plan”.
  - a. Suppliers: *Delmarva*
  - b. The Construction Manager or Electrical Contractor shall provide 277/480 volt, three phase, 60 cycle power service to the site. The temporary electrical power distribution system shall be sufficient to accommodate temporary lighting, and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested started or placed into use prior to completion of the permanent electrical power distribution system.
  - c. The Electrical Contractor will make all arrangements for bringing the power supply to the site and for installation of appropriate temporary transformers to provide for the power supply in 1.B.1.b, above.
  - d. The source will be adequate to service temporary electrical needs of the proposed construction.
2. Electrical Service
  - a. The Electrical Contractor will bring a source of temporary power to the building pad following construction of the building foundations and slabs. Each Contractor is responsible for providing their own temporary power source and associated fuel until the temporary electrical service is installed.
  - b. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.B.2.c, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.B.2.c, below.
  - c. A meter farm will be setup near the trailer lot for each Contractor to connect to. Each Contractor will be responsible to pay for all costs associated with providing electrical service from the meter farm/power source to their respective office trailer, temporary

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storage facilities or temporary construction buildings as appropriate. Each Contractor will be responsible to setup service with the utility company, provide a meter, and pay for their electrical supply costs.

- d. The Electrical Contractor as provided in 1.B.2.b, above, shall install temporary electric service for items below, throughout the construction period.
- (1) Power Centers for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of eight 20-amp, 120-volt grounding type outlets. Each outlet shall be provided with ground fault circuit interruptor (GFCI) protection. Maximum 20-amp circuit breakers with four (4) receptacles per circuit breaker. The Power Centers shall be NEMA weatherproof enclosures and will be located on each level of construction, spaced so that the entire area of construction can be reached by power tools on a single extension cord of 50' maximum length.
  - (2) Construction areas, ramps, runways, corridors, offices, shops, and storage areas shall be lit to not less than the minimum illumination intensities of ten (10) foot candles measured at the floor level, and any additional OSHA requirements. Adequate lighting to include weatherproof and waterproof fixtures for safe working conditions and the exterior of the structure shall be provided and maintained on a 24-hour per day basis throughout the building. A minimum of one (1) lamp per room. Voltage of each lighting component must be able to accommodate lighting requirements.
  - (3) Temporary Exterior lighting shall be provided and maintained on a 24-hour per day basis. Exterior lighting is to be located at each exterior entrances to the building (stairtowers, main entrance, rear entrance, etc.).
  - (4) Provide temporary generators to maintain power and lighting to the site when the electrical system is being transitioned from temporary to permanent.
  - (5) Power for testing and checking equipment must be supplied.
3. Capacity
- a. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
  - b. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.
4. Power Costs
- a. The Construction Manager will pay all costs of temporary electrical power used during construction excluding power for subcontractor trailers to be paid on an individual basis.
  - b. The Owner will pay all costs of power used in the permanent wiring.

## C. REQUIREMENTS AND REGULATORY AGENCIES

1. The Electrical Contractor will obtain permits as required by local governmental authorities.
2. The temporary electrical service shall comply with National Electrical Code, Current Edition and applicable local codes and utility regulations.

## D. USE OF PERMANENT SYSTEM

1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of the Work.
2. Contractors shall leave permanent electrical services in a condition as good as new and clean.
3. If the permanent electrical system is used for electrical power, each Contractor will be responsible for providing ground fault circuit interruption (GFCI) devices for plugging in any of their tools or equipment.

## 2. PRODUCTS

## A. MATERIALS

1. General
  - a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.
2. Conductors
  - a. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.
  - b. Use only UL labeled wire and devices.

## B. EQUIPMENT

1. Provide appropriate enclosures for the environment in which used in compliance with NEMA standards.
2. The Electrical Contractor will provide temporary transformers as may be required to support the incoming electrical service. Coordinate with the utility company.
3. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion

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- of volt plugs into higher voltage outlets, Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools, equipment, and GFI breakers. Electrical panels must be NEMA weatherproof enclosures.
4. Electrical Power Cords: Provide grounded extension cords; use “hard-service” cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
  5. Electrical Welding Outlets: These will not be provided. Each Trade Contractor will be responsible for their own welding power.
  6. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

### 3. EXECUTION

#### A. GENERAL

1. Install all work with a neat and orderly appearance.
2. Make structurally sound throughout.
3. The Electrical Contractor shall provide and pay for maintenance, servicing, operations, and supervision of temporary electrical distribution system. Maintain to give continuous service and to provide safe working conditions.
4. The Electrical Contractor shall maintain and operate the permanent electrical distribution system until time of final acceptance and transfer of operation to the Owner’s personnel.
5. The Electrical Contractor will provide power for temporary heaters furnished and installed by the Mechanical Contractor.
6. The Electrical Contractor will provide 24-hour temporary power to any heat trace (installed by others) on temporary water and/or fire lines.
7. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements. If more lighting is needed to install finishes, drywall, painting, etc. the Trade Contractor requiring higher intensity lighting will provide supplementary plug in temporary lighting as needed where their work is being performed.
8. The Electrical Contractor shall maintain and operate the permanent lighting system until time of final acceptance and transfer of operation to the Owner’s personnel.
9. Provide dusk to dawn security lights on poles as shown on the Construction Site Logistics

- Plan or as required to illuminate building perimeter.
10. The Electrical Contractor shall replace bulbs that are burned out or substantially dimmed by use.
  11. Modify temporary power and light installation as job progress requires.

B. INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.

C. REMOVAL

1. As permanent power distribution system is accepted as substantially complete, either entire system or usable portion thereof, the Electrical Contractor shall make provisions for temporary use thereof and remove unused portions of the temporary power distribution system.
2. As permanent lighting system is substantially complete for each level or usable portion thereof, the Electrical Contractor shall make provisions for temporary use thereof and remove unused portions of temporary lighting system.
3. Remove all temporary equipment and materials completely upon completion of construction.
4. Repair all damage caused by the installation and restore it to satisfactory condition.

END OF SECTION

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SECTION 015113 - TEMPORARY ELECTRICITY

## 1. GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 16 or 26.

## B. DESCRIPTION OF SYSTEM

## 1. Power Source

- a. Suppliers: Delmarva Power
- b. The Electrical Contractor shall provide 277/480 volt, three phase, 60 cycle power service to the site utilizing the existing S&C Switch and Electric Manhole.
- c. The Electrical Contractor will make all arrangements for bringing the power supply to the site and for installation of appropriate temporary transformers to provide for the power supply in 1.B.1.b, above.
- d. The source will be adequate to service temporary electrical needs of the proposed construction.

## 2. Electrical Service

- a. The electrical subcontractor will bring a source of temporary power to the building pad following construction of the building foundations and slabs. Each subcontractor is responsible for providing their own temporary power source and associated fuel until the temporary service is installed.
- b. Contractor will be responsible to pay for all costs associated with providing electrical service from the power source to their respective site office, temporary storage facilities or temporary construction buildings as appropriate.
- c. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.B.2.c, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.B.2.c, below.
- d. The Electrical Contractor, as provided in 1.B.2.b, above, shall install temporary electric service for items below, throughout the construction period, such that power can be secured at any desired point with no more than a 60 foot extension:

- (1) Power Centers for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection. The distance between each receptacle location shall not exceed 50 feet.
- (2) Construction areas, ramps, runways, corridors, offices, shops, and storage areas shall be lighted to not less than the minimum illumination intensities at five (5) foot candles and any additional OSHA requirements. Adequate lighting for safe working conditions and the exterior of the structure shall be provided and maintained on a 24 hour per day basis throughout the building. Voltage of each lighting component must be able to accommodate lighting requirements.
- (3) Temporary Exterior lighting shall be provided and maintained on a 24 hour per day basis. Exterior lighting is to be located at each exterior entrance to the building (stairtowers, main entrance, rear entrance).
- (4) Power for testing and checking equipment must be supplied.

### 3. Capacity

- a. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
- b. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.

### 4. Power Costs

- a. The Construction Manager will pay all costs of temporary electrical power used during construction.
- b. The Owner will pay all costs of power used in the permanent wiring.

## C. REQUIREMENTS AND REGULATORY AGENCIES

1. The Electrical Contractor will obtain permits as required by local governmental authorities.
2. The temporary electrical service shall comply with National Electrical Code, 1990 Edition and applicable local codes and utility regulations.

## D. USE OF PERMANENT SYSTEM

1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of

the Work.

2. Contractors shall leave permanent electrical services in a condition as good as new and clean.

## 2. PRODUCTS

### A. MATERIALS

#### 1. General

- a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

#### 2. Conductors

- a. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.
- b. Use only UL labeled wire and devices.

### B. EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

## 3. EXECUTION

### A. GENERAL

1. Install all work with a neat and orderly appearance.
2. Make structurally sound throughout.
3. Maintain to give continuous service and to provide safe working conditions.
4. Modify temporary power and light installation as job progress requires.

### B. INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.

### C. REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.
2. Repair all damage caused by the installation and restore to satisfactory condition.

END OF SECTION

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SECTION 015123 - TEMPORARY HEATING, COOLING AND VENTILATING1. GENERAL

## A. RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113
2. Temporary Facilities: Section 015200
3. Heating Requirements for Cold Weather Installation and Protection of Materials: Respective specification section for each item of work.

## B. DEFINITIONS

1. Temporary Enclosures: Sufficient preliminary enclosures of an area of structure, or of an entire building, to prevent entrance or infiltration of rainwater, wind, or other elements and which will prevent undue heat loss from within enclosed area.
2. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with Contract Documents, either for a portion of structure, or for an entire building.

## C. DESCRIPTION OF SYSTEM

1. Prior to the building or portion of building being permanently enclosed, each Contractor shall provide temporary heat and ventilation and weather protection necessary for their work, as described below. After permanent enclosure, the Mechanical Contractor provide and maintain temporary heat and ventilation in enclosed areas, coordinated by the Construction Manager, required to:
  - a. Facilitate progress of Work.
  - b. Protect Work and products against dampness and cold.
  - c. Prevent moisture condensation on surfaces.
  - d. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.
  - e. Provide adequate ventilation to meet health regulations for safe working environment.
2. Temperatures Required
  - a. Generally, 24 hours a day: Minimum of 40 degrees F.
  - b. 24 hours a day during placing, setting, and curing of cementitious materials: As required

by specification section for each product.

- c. 24 hours a day, seven days prior to, and during, placing of interior finishes: woodwork, resilient floors, painting and finishing: As required by specification section for each product.
  - d. 24 hours a day after application of finishes, and until Substantial Completion: Minimum of 50 degrees F.
3. Ventilation Required:
- a. Contractors shall prevent hazardous accumulations of dusts, fumes, mists, vapors, or gases in areas occupied during construction. Reference OSHA regulations CFR 1926.55 (Gases, vapors, fumes, dusts, and mists). and CFR 1926.57 (Ventilation).
    - (1) Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.
    - (2) Dispose of exhaust materials in manner that will not result in harmful dispersal of hazardous substances into atmosphere of occupied areas.
    - (3) Continuously ventilate storage spaces containing hazardous or volatile materials.
    - (4) Contractor/subcontractor must provide and use equipment which is furnished with Exhaust Purifiers/Scrubbers or is electrically power driven when any such equipment produces airborne containments and will be used in an enclosed building.
    - (5) The Contractor/subcontractor shall verify air quality by the use of air monitoring equipment and document the verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of those four gasses, Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gasses.
4. Contractors shall provide adequate ventilation for:
- a. Curing installed materials.
  - b. Dispersal of humidity.
  - c. Temporary sanitary facilities.
5. Duration of Operations:
- a. For Personnel:
    - (1) At all times personnel occupy an area subject to hazardous accumulations of harmful

elements.

- (2) Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.
- b. For curing installed materials: As required by specification section for respective materials.
- c. For humidity dispersal: Continuously ventilate to provide suitable ambient conditions for work.
- d. The Mechanical Contractor shall maintain supervision and operation of temporary heating and ventilating equipment in order to:
  - (1) Enforce conformance with applicable codes and standards.
  - (2) Enforce safe practices.
  - (3) Prevent abuse of services.

#### D. COSTS OF INSTALLATION AND OPERATION

1. The Contractor shall be responsible for all installation and operating costs for any heat and ventilation as required in this section until the permanent HVAC system is in operation.
2. After the permanent HVAC system is operational, the Owner will pay the costs of fuel for temporary heat and ventilation. The Contractor will pay the costs for maintaining the system until final acceptance by the Owner.
3. The Mechanical Contractor shall be responsible for all installation and operating costs for any heat required to supplement that which is to be supplied by the Construction Manager in paragraph 1.C.1, above.

#### E. REQUIREMENTS OF REGULATORY AGENCIES

1. The Construction Manager will obtain and pay for permits as required by governing authorities for those activities required by this Section.
2. Contractor shall comply with Federal, State, and local codes, and utility company regulations.

## 2. PRODUCTS

### A. MATERIALS

1. General

- a. Materials may be new or used but must be adequate for purposes intended and must not create unsafe conditions nor violate requirements of applicable codes.

## B. EQUIPMENT

1. Standard products, meeting code requirements.
2. Provide required facilities, including piping, wiring and controls.
3. Portable Heaters:
  - a. Indirect hot air units, located outside with duct entering into the building. Provide a sufficient number of units to meet the temperature and ventilation requirements specified above.
  - b. Provide Safety Controls against explosion, overheating, and carbon monoxide build up.
  - c. Provide adequate combustion air.
  - d. Provide Temperature Controls installed in the building at a location(s) designated by the Construction Manager.
  - e. Provide temporary barricades around the equipment to protect against damage from other construction equipment.
  - f. Provide supplementary fans / distribution equipment capable of distributing heated air evenly throughout the space(s).
4. Oil-Fired heaters will not be allowed.

## 3. EXECUTION

### A. GENERAL

1. Comply with applicable sections of Division 26 - Mechanical.
2. Install work in neat and orderly manner.
3. Make structurally, mechanically, and electrically sound throughout.
4. Maintain to give safe, continuous service at required times and to provide safe working conditions.
5. Modify and extend system as work progress requires.

### B. INSTALLATION

1. Locate units to provide equitable distribution of heat and air movements.
2. Locate to avoid interference with, or hazards to:
  - a. Work or movement of personnel.
  - b. Traffic areas.
  - c. Materials handling.
  - d. Storage areas.
  - e. Work of other Contractors.
  - f. Finishes.

#### C. OPERATION OF PERMANENT EQUIPMENT

1. The Construction Manager will coordinate with the mechanical Contractor.
2. The Mechanical Contractor will place permanent HVAC system in operation only upon written authorization by the Construction Manager.
3. Before operating the permanent HVAC equipment, the Contractor shall confirm to the Construction Manager that:
  - a. Inspection has been made by proper authorities.
  - b. Systems, equipment piping, strainers, filters and associated operating items are sufficiently complete, cleaned, and ready for operation.
  - c. Controls and safety devices are complete and tested, or adequate temporary controls are provided.
  - d. Before operating the permanent HVAC equipment, the Contractor shall install temporary filters:
    - (1) For air handling units.
    - (2) For permanent ducts.
    - (3) The mechanical contractor will include monthly changes of the temporary filters for a minimum of six (6) months.

#### D. REMOVAL

1. The Contractor shall completely remove temporary materials and equipment when no longer required, or on completion of construction.
2. The Contractor shall clean and repair damage caused by temporary installation and restore equipment to specified or original condition.
3. The Contractor shall remove temporary filters and install new filters, or clean permanent filters, in the permanent HVAC system prior to final acceptance by the Owner.

END OF SECTION

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SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

A. DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113.

2. FACILITIES

A. TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

B. TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Construction Manager will provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager depending on the stage of construction of the incoming water service. Contractor shall provide and maintain all hoses, piping and valves as required for obtaining construction water from taps provided by the Construction Manager.

## C. TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

## D. FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

## E. FIRE PROTECTION

1. The Carpentry Contractor will provide and maintain portable fire extinguishers on each floor level and building area. Number to conform to applicable codes.
2. Contractor shall provide additional fire extinguishers as required by OSHA regulations for its work.
3. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

## F. ACCESS ROADS AND PARKING AREAS

1. The Sitework Contractor will provide and maintain access roads on the site.
2. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

## G. STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.
2. Contractors shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

## H. FIRST AID STATION

1. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid

supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.

I. SECURITY

1. The Construction Manager will provide the following security measures at the site: security lighting will be provided by the electrical contractor..
2. All other safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

J. BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.

K. FIELD OFFICE AND STORAGE TRAILERS

1. Each Contractor shall provide and maintain its own field office and storage trailers as required.
2. Each Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Each Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

L. PROJECT SIGN

M. TRASH DISPOSAL

1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager.

2. The Construction Manager will not provide a trash chute.
  3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters. The masonry contractor will be responsible for providing their own dumpsters.
- N. HOISTING
1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.
- O. SCAFFOLDING AND WORKING PLATFORMS
1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.
- P. SAFETY BARRICADES AND RAILINGS
1. The Structural Contractor shall provide barricades **and protective barriers** around elevator, stair, shaft and cut openings in floors and roofs, and edges of floors and roofs. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. When a warning barricade is used to prohibit employees from entering a restricted work area. The “warning barricade” shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations.
  2. After the barricades and protective barriers are no longer needed, the Structural Contractor will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
  3. Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.
  4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
  5. During the execution of his work, Contractor will provide daily maintenance of, and

upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.

6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

Q. PUMPING AND DRAINAGE

1. Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

R. TEMPORARY BUILDING ENCLOSURES

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.
2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.

S. TEMPORARY POWER AND LIGHTING

1. Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers provided by the Electrical Contractor. Refer to Section 015113 - TEMPORARY ELECTRIC.
2. Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

T. TEMPORARY HEAT

1. Contractor shall provide temporary heat as required for its operations. Once a building has reached the "Permanent Enclosure" stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
2. Equipment and methods of temporary heating shall be reported to the Construction

Manager.

U. PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

V. CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.13 above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.
2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, **and at a minimum** at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

W. DUST PROTECTION

1. Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

X. PROTECTION OF EXISTING CONSTRUCTION

1. Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

Y. OTHER

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

3. PERMITS

- 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

4. EXECUTION

A. GENERAL

1. Contractor shall install all temporary facilities in accordance with applicable codes.
2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

## SECTION 01 61 16

### VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

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

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

##### 1.03 DEFINITIONS

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

##### 1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- C. GreenSeal GS-36 - Standard for Adhesives for Commercial Use; 2013.
- D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

##### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Aerosol Adhesives: GreenSeal GS-36.
  - 3. Joint Sealants: SCAQMD 1168 Rule.
  - 4. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

**PART 3 EXECUTION**

**3.01 FIELD QUALITY CONTROL**

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

**END OF SECTION**

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SECTION 016200 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- B. Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

- A. All materials and equipment incorporated into the Work shall:
  - 1. be new;
  - 2. conform to applicable specifications and standards; and
  - 3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- B. Manufactured and Fabricated Products shall conform to the following requirements:
  - 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
  - 2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
  - 4. Products shall be suitable for service conditions.
  - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- C. Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- D. Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- E. For materials and equipment specifically indicated or specified to be reused in the Work:
  - 1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.

2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
  1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
  2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

- A. Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
  1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

- A. Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
  1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
  2. Contractor shall maintain temperature and humidity within the ranges required by

- manufacturer's instructions.
- B. Exterior Storage
1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
  2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.
- C. Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- D. Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
1. Roof insulation.
  2. Roofing materials, including solvents.
  3. Paint materials.
  4. Cleaning and other solvents.
  5. Fuels.
- E. Protection after Installation:
1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## 6. SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Product List.
1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.
- B. Contractor's Options.
1. For Products specified only by reference standard, Contractor shall select any Product

- meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
  3. For Products specified by naming one or more Products or manufacturers and “or equal”, Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 6.C, below.
  4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

C. Substitutions.

1. The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certified that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder’s responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
2. Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
3. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. **The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect. The architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.**
4. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
  - a. Comparison of the qualities of the proposed substitution with that specified.
  - b. Changes required in other elements of the Work because of the substitution.
  - c. Effect on the construction schedule.

- d. Cost data comparing the proposed substitution with the Product specified.
  - e. Any required license fees or royalties.
  - f. Availability of maintenance service, and source of replacement materials.
5. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
6. A request for a substitution constitutes a representation that Bidder:
- a. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
  - b. will provide the same warranties or bonds for the substitution as for the Product specified;
  - c. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
  - d. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- D. Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.
- E. The Architect shall have no obligation to consider any substitutions after the Contract award.

END OF SECTION

SECTION 017123 - FIELD ENGINEERING

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract, (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. The provisions of the section apply to all contracts.

2. SURVEY

- A. The Owner has had a site survey prepared by Site Studios. This information has been included in this Bid Pac.

3. CONSTRUCTION MANAGER

- A. The Construction Manager will establish a bench mark and base line from which structures and grades shall be laid out by Contractors as designated in this section. The total extent of this layout is shown on the site drawings. One bench elevation shall be provided.

END OF SECTION

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SECTION 017329 - CUTTING AND PATCHING1. GENERAL

- A. Definition: “Cutting and Patching” includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- C. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- D. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- E. Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
  2. Exterior wall materials, ie., curtain wall
  3. Finish floor materials, ie., substrate, carpet, ceramic tile
  4. Walls
  5. Ceilings
- F. Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- A. General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

3. EXECUTION

- A. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Temporary Support: To prevent failure provide temporary support of work to be cut.
- C. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
  2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- D. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

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SECTION 017700 – CONTRACT CLOSEOUT1. DESCRIPTION OF REQUIREMENTS

- A. Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:
1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
  2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
  3. complete instructions of Owner's operating personnel, and start up of systems; and
  4. complete final cleaning and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

- A. Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the

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Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

#### 4. RECORD DOCUMENTATION

- A. Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark-up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- B. Installation, Operation and Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.
- C. State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801. To obtain this certificate, the contractor will be required to provide the Division of Revenue with the completed State Form 8821 DE along with a processing fee of \$40.
- D. AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
  - AIA G732, Final Application for Payment for Retainage
  - AIA G704-CMA, Certificate of Substantial Completion – 4 originals
  - AIA G706, Affidavit of Payment of Debts & Claims
  - AIA G706A, Affidavit of Release of Liens
  - AIA G707, Consent of Surety
- E. Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:
- Prime Contractor's Release of Liens
  - Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

A. Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.
3. Floor finishes.
4. Door hardware

6. FINAL CLEANING

A. At the time of project close out Contractor shall clean or re-clean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

END OF SECTION

Completion and submission of this form authorizes the Delaware Division of Revenue to release confidential information of the Taxpayer(s) named below to the authorized person(s) or organization named below for the tax type(s) specified below. This form does not give Power of Attorney and does not grant the authorized person(s) or organization any powers of representation. Unauthorized disclosure of tax information is a criminal offense.

*Read the instructions below before completing this form.*

Social Security or Federal Employer ID number

Print or Type

Your name or name of entity

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Spouse's name, if joint (or corporate officer, partner or fiduciary if a business)

Spouse's Social Security number (if a joint return)

Street address

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City

State

ZIP Code

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*I authorize the following person or organization to inspect and/or receive private and non-public information in regard to the tax types and periods provided below.*

Authorized Person or Organization

Name of person or organization to receive tax information

Name of firm (if applicable)

Street address

City

State

ZIP Code

 - 

Phone Number

Fax Number

The above person or organization is authorized to receive the following tax information (check all that apply):

Tax Information

Type of Tax		Year(s) or Period(s)
<input type="checkbox"/> Individual Income	from	MM   DD   YY to MM   DD   YY
<input type="checkbox"/> Corporate Income	from	MM   DD   YY to MM   DD   YY
<input type="checkbox"/> Pass-through Return	from	MM   DD   YY to MM   DD   YY
<input type="checkbox"/> Gross Receipts	from	MM   DD   YY to MM   DD   YY
<input type="checkbox"/> Withholding	from	MM   DD   YY to MM   DD   YY
<input type="checkbox"/> Other (please specify):	from	MM   DD   YY to MM   DD   YY

*The authorization to release tax information is not valid until it is signed and dated. It will expire 60 days after the information is released. By signing this form, I hereby certify that the Delaware Division of Revenue is authorized to release any and all confidential information concerning the above mentioned release any and all confidential information concerning the above mentioned Taxpayer under penalty of law. A copy of this form will be mailed to the individual(s) authorizing the release.*

Sign Here

Your Signature	Date	Spouse's Signature (if joint)	Date
	MM   DD   YY		MM   DD   YY
Print Name	Print Spouse's Name (if joint)		
Print Title (if applicable)	Phone		
Phone			

**Mail to: Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801**

**Form 8821DE Instructions**

**Purpose of this form**

You must complete, sign and return this form if you want to authorize a person or organization to inspect and/or receive certain private or nonpublic information concerning your state taxes. By completing and signing this form, you are authorizing the Division of Revenue to release tax information to the person or organization you have indicated. Revenue will accept copies of the form, including those from a FAX machine. This authorization will expire 60 days after the information is released to the person or organization you have indicated.

**Your Signature**

The authorization to release tax information is not valid until it is signed and dated. Your spouse must also sign if joint returns are listed. Your signature at the bottom of this form authorizes the individual or organization you designate to only be able to inspect and/or receive confidential tax information on your behalf.

**Questions?**

If you have questions on how to complete this form or to fax this form, call (302) 577-8200 for a staff contact who will provide you with a fax number. You must include a Division of Revenue contact name on all faxed authorization forms.

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Intrusion detection and video surveillance systems.
  - 6. Food service equipment.
  - 7. Pool equipment.
  - 8. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements and Section 01 33 00 - Submittal Procedures, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.
  - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
  - 1. Format: DVD Disc.
  - 2. Label each disc and container with session identification and date.

#### **1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
- E. Provide minimum 8 hours equipment demonstration to Owner's staff. Demonstration is to be provided by a competent technician or mechanic working under the installing Contractor or the BAS vendor.

##### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Provide training in minimum two hour segments.
- C. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- D. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- E. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.

5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- F. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.
- G. Provide minimum 8 hours of training to Owner's staff in operation of all systems installed under this contract. Training is to be provided by a competent technician or mechanic working under the installing Contractor or the BAS vendor.

**END OF SECTION**