

ADDENDUM NO. 1
PHILLIP C. SHOWELL ELEMENTARY SCHOOL
CLASSROOM ADDITION
Selbyville, Delaware 19975

April 29, 2015

NOTICE: Attach this addendum to the project manual for this project. It modifies and becomes a part of the contract documents. Work or materials not specifically mentioned herein are to be described in the main body of the specifications and as shown on the drawings. Bidders shall acknowledge receipt of this addendum on the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

The deadline for bidders to submit questions and substitution requests is Thursday April 30, 2015 at 4:00 PM. All questions and substitution requests shall be sent via email to EDiS Company, Mike Neal, mneal@ediscompany.com.

The bid opening date has changed. All bids are due Thursday May 7, 2015 at 4:00 PM local time at the Indian River School District Offices, 31 Hoosier Street Selbyville, Delaware 19975.

Bidders are advised that the only reliable source of documents for this solicitation is the EDiS ftp site. Bidders that rely on information published on any other websites do so at their own risk.

Whenever this Addendum modifies a portion of the Project Manual added information is shown in **Bold/Italicized** and deleted information is shown as ~~striketrough~~.

The contract documents for the above referenced project are amended as follows:

CLARIFICATIONS

1. All bids shall be prepared from complete Bid Documents, Drawings and Project Manual, dated March 2, 2015 for Project Manual and March 25, 2015 for drawings, procured through EDiS Company on or after March 25, 2015, and modified by subsequently issued addenda.
2. Electronic files will be available to Contractor according to the following terms, and the release included in the Project Manual (see below). Associated fee for requested files is the responsibility of the Contractor.
 1. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be made available by Architect for Contractor's use in preparing submittals, upon specific request of the Contractor.
 - a. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - i. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - ii. Digital Drawing Software Program: The Contract Drawings are available in native Autodesk Revit 2013 (Architectural and Structural), which can be converted to DWG, and AutoCAD (Civil, Mechanical, Plumbing, and Electrical).
 - iii. Contractor shall execute a data licensing agreement(s) in the form of Agreement included in Project Manual.

- iv. Charges for digital data files shall be as described in the data licensing agreement, and shall be the responsibility of the Contractor.
 - 1. Charge: As listed in media release.
- v. Contractor shall follow the prescribed Digital Data File request procedure.
 - 1. Contractor shall inform Architect that digital data files will be requested, including information required for Architect to complete data licensing agreement.
 - a. Name of Contractor.
 - b. Name and title of Contractor's agent who will sign form.
 - c. Email address and name of person to receive digital data files.
 - d. File format.
 - e. List of drawings for which digital data files are being requested.
 - 2. Architect will provide data licensing agreement(s) to Contractor and indicate charges.
 - 3. Contractor shall sign data licensing agreement(s) and return to Architect along with payment for charges.
 - 4. Upon receipt of signed agreement(s) and payment for charges, Architect will convert files and send to Contractor through project website.
- 3. Submittals and RFIs shall be processed electronically. Finishes will be reviewed as physical submittals and shall also have electronic approval sheets. Refer to Division 01, Section 013300 "Submittal Procedures" for additional information.
- 4. Contractor shall conduct and keep record of background checks for all employees and Subcontractor employees who are onsite, and shall make records available to Construction Manager and Owner upon request. Refer to Section 013500.
- 5. Where paving abuts buildings, asphalt-impregnated expansion joint filler with top sealant (refer to item below) shall be provided.
- 6. Construction of the proposed pole building shown on the civil drawings is not part of this project.

CHANGES TO PROJECT MANUAL

- 1. Section 000110 TABLE OF CONTENTS
 - a. ADD Section 096813 Tile Carpeting to the list of specifications on page 000110-3.
- 2. Section 007300 SUPPLEMENTARY CONDITIONS
 - a. REPLACE section with attached.
 - 1. Section 011100 SUMMARY OF WORK
 - a. Contract A-01, Sitework
 - i. ADD the following sentences to the end of the ninth bullet on page 011100-7:

"This Contractor shall include in the base bid an allowance of \$7,500 for CCR reporting. Any unused portion of the allowance shall be credited back to the Owner via change order."
 - ii. DELETE the tenth bullet on page 011100-7 and INSERT the following sentences:

“The cost of the DeIDOT permit for entrance construction shall be paid by the Owner. This Contractor shall assist the Owner with acquisition of the permit, including but not limited to preparing the following documents for the agency’s review: an itemized construction cost estimate, a letter of source of materials, a schedule of work, a list of subcontractors, emergency contact information for the Contractors’ key personnel, and a traffic control plan. These documents, and any others required by the agency, must be submitted to the Owner no later than two weeks in advance of the DeIDOT preconstruction meeting.”

iii. INSERT the following new bullets after the final bullet on page 011100-9:

- The Owner will withhold retainage from this Contractor until the project receives final approval from DNREC, DeIDOT and the Town of Selbyville.
- It is the responsibility of this Contractor to establish a healthy stand of grass on all seeded areas prior to project final completion.
- This Contractor shall hire a private utility locator to identify existing utilities on site prior to construction start, per note on sheet C-001.

b. Contract A-02, Masonry

i. INSERT the following new bullet after the final bullet on page 011100-11:

- This Contractor shall provide the masonry work – including all damp proofing, cavity drainage mat, and flashing – related to the brick sidewall below the exterior stair and slab on grade adjacent to Vestibule 121.

c. Contract A-03, Carpentry and General Work

i. INSERT the following new bullet after the final bullet on page 011100-18:

- This Contractor shall provide the concrete work and handrails related to the exterior stair and slab on grade adjacent to Vestibule 121.

ii. DELETE the fifth bullet on page 011100-14 and INSERT the following sentence:

“Provide a complete asphalt shingle roofing assembly, including asphalt shingles, ice and water shield, flashings, and drip edge.”

iii. DELETE the third bullet on page 011100-15.

d. Contract A-04, Mechanical

i. INSERT the following new bullet after the final bullet on page 011100-21:

- Louvers and vents.

3. Section 012900 PAYMENT PROCEDURES

a. REPLACE section with attached.

4. Section 013216 CONSTRUCTION SCHEDULE

a. ADD “Pre-Bid Construction Schedule” to end of section.

- 5. Section 013300 Submittal Procedures
 - a. ADD form "Release for use of Digital Media" to end of section.

- 6. Section 093000 Tiling
 - a. ADD paragraph 1.2.A.3 as follows: "3. Metal edge strips."
 - b. ADD paragraph 2.7 as follows:

2.7 MISCELLANEOUS MATERIALS

- A. Metal Edge Strips: Height to match tile and setting-bed thickness; stainless-steel, ASTM A 666, 300 Series exposed-edge material.
 - 1. Basis-of-Design: Schluter Systems; RONDEC.
 - 2. Locations: Top of wall, inside and outside corners, and termination at door and base.

- 7. Section 042000 Unit Masonry
 - a. REMOVE paragraph 2.10.
 - b. REMOVE paragraph 3.15.

- 8. Section 047200 Cast Stone Masonry
 - a. ADD paragraph 2.2.A.4 as follows: "4. Hoyle Stone Products."

- 9. Section 079200 Joint Sealants
 - a. ADD paragraph 2.2.B as follows:

- B. Multi-component, Semi-Self Leveling, chemically curing Polyurethane Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora; Urexpan NR-200.
 - b. Tremco Incorporated; THC-901.
 - c. WR Meadows; Pourthane.

- 10. Section 096813 Tile Carpeting
 - a. ADD section.

CHANGES TO DRAWINGS

N/A

ATTACHMENTS

Section 007300

Section 012900
Section 096813
Pre-Bid Construction Schedule, dated 4/28/2015
Release for use of Digital Media, undated

END OF ADDENDUM NO. 1

SUPPLEMENTARY GENERAL CONDITIONS A232-2009

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor,

Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. ."

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

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

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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 for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
- 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.

- 3.5.2 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.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the one year 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.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second sentence of the paragraph, insert "indemnify and" between "shall" and "hold".

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

- 4.1 General
 - 4.1.2 Insert "As required by law," at the beginning of the first sentence.

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 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 4.2.10 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 4.2.16:

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

Add to Paragraph 4.2.19 "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

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 SUMMARY OF WORK for Contract time requirements.

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

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

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

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

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive 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

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4."

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

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

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

**Indian River School District
Referendum 2013
Phillip C. Showell Elementary School Classroom Addition**

SECTION 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- 1.1 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.
- 1.2 Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

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

3. RELATED REQUIREMENTS

- 3.1 Owner-Contractor Agreement.
- 3.2 Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- 3.3 Section 01 31 13: Project Coordination Meetings
- 3.4 Section 01 33 00: Submittal Procedures
- 3.5 Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

- 4.1 Submit itemized applications typed on AIA Document G702/CMa, Application and Certificate for Payment, and Continuation Sheet G703, examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- 4.2 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.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

- 5.1 Form: AIA Document G702/CMa

**Indian River School District
Referendum 2013
Phillip C. Showell Elementary School Classroom Addition**

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.

5.2 Continuation Sheets:

1. Line items of components of Work will be subject to 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

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

7. SUBMITTAL PROCEDURES

7.1 Complete Invoice:

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

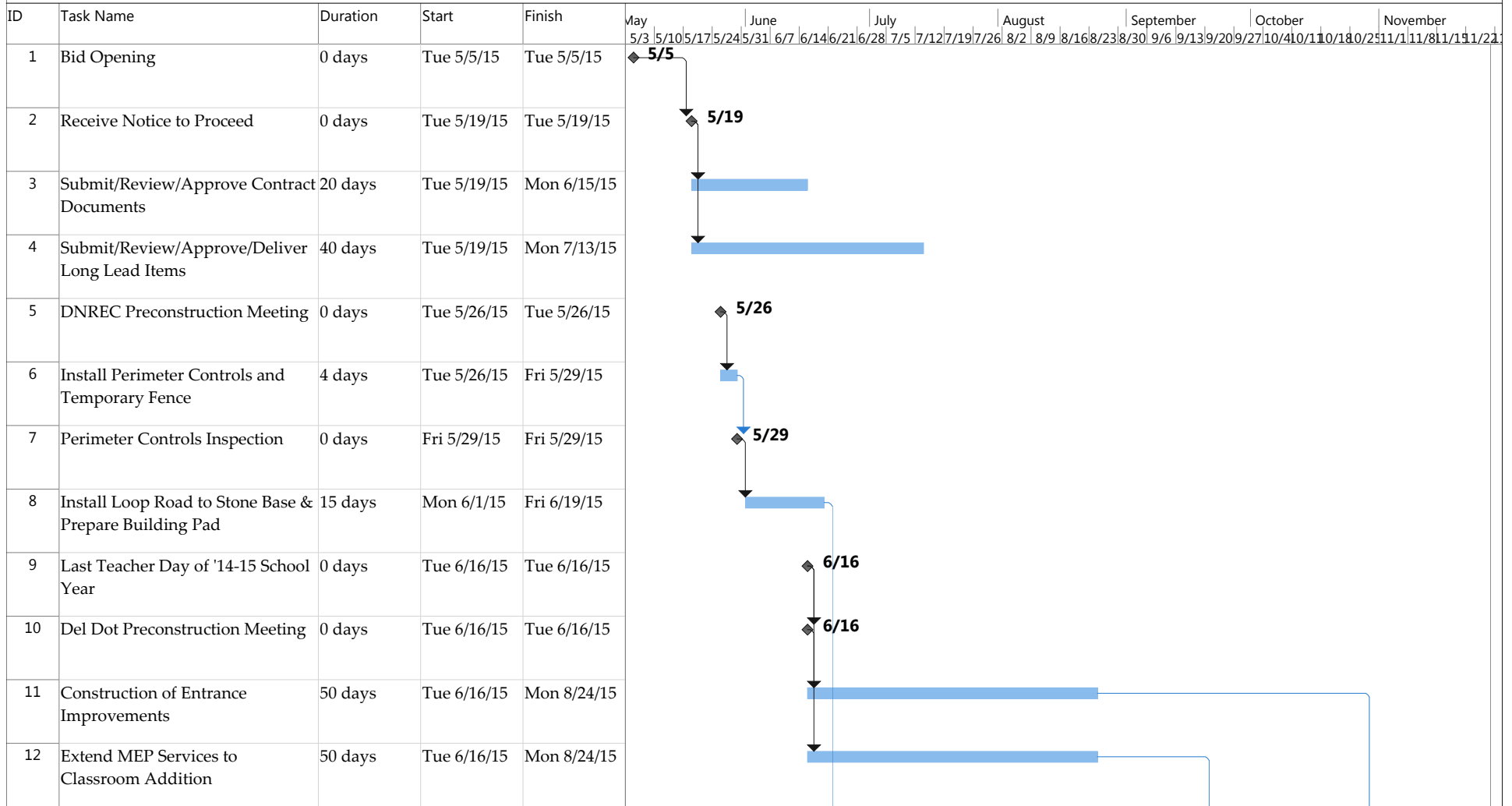
- 7.2 Number: Submit 3 copies of each invoice.

END OF SECTION

**Indian River School District
Referendum 2013
Phillip C. Showell Elementary School Classroom Addition**



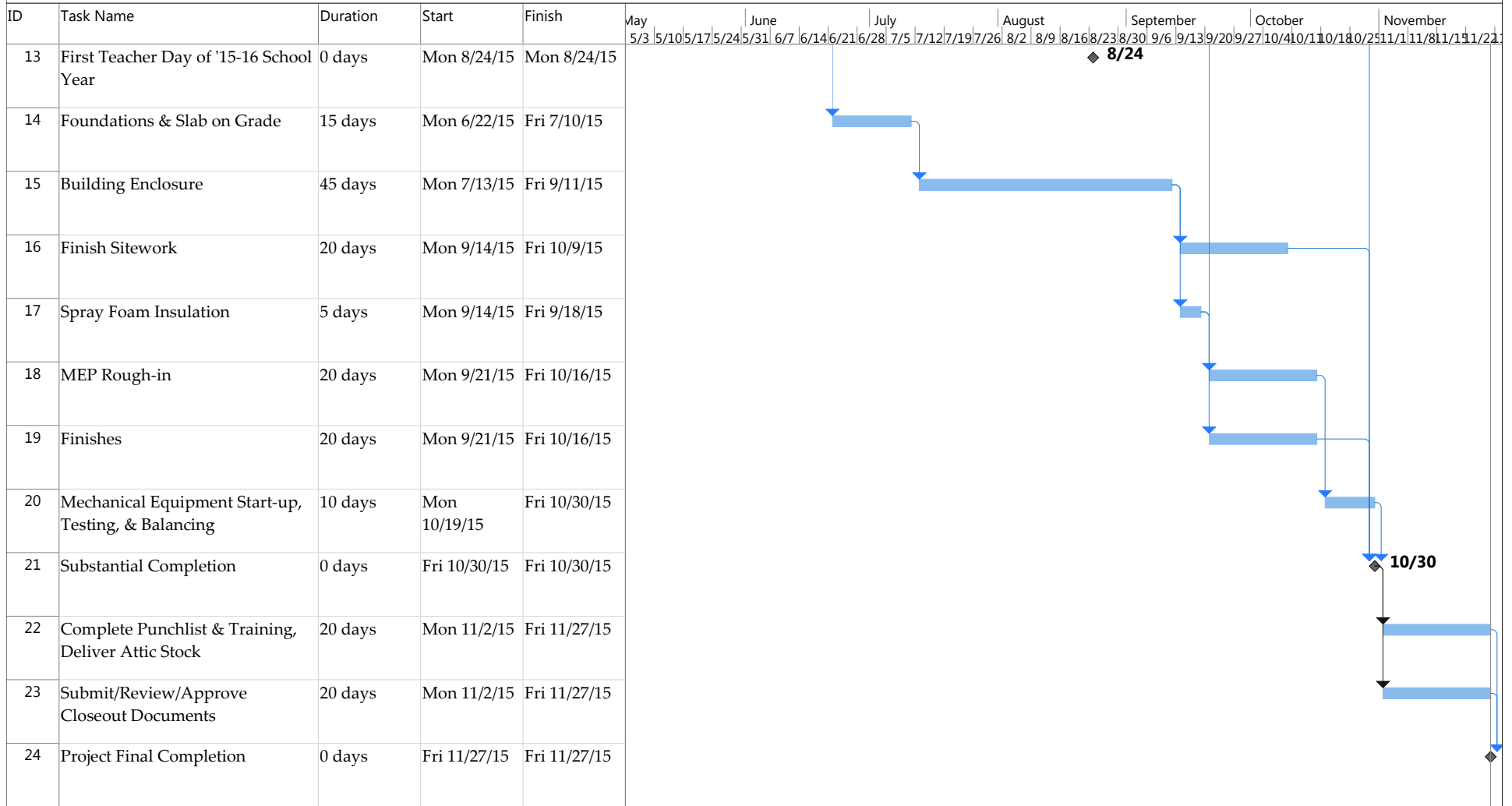
Phillip C. Showell Elementary School Classroom Addition
Pre-Bid Construction Schedule
April 28, 2015



Task		Inactive Task		Manual Summary Rollup		External Milestone	◆
Split		Inactive Milestone	◆	Manual Summary		Deadline	↓
Milestone	◆	Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			



Phillip C. Showell Elementary School Classroom Addition
Pre-Bid Construction Schedule
April 28, 2015



Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	



ARCHITECTURE
PLANNING

Date: _____

Project Name: Phillip C. Showell Elementary Classroom Addition

Project Location: Selbyville, Delaware

Project Number: 2013157.03

Release for use of Digital Media

Revised to include Building Information Modeling

Pursuant to your request, the Digital Media being provided is forwarded in accordance with the following terms.

Definitions:

- a. The Work: the instrument of professional services of the Firm including but not limited to the design drawings, sketches, renderings, photographs, models, specifications.
- b. Digital Media: the electronic, electromagnetic and/or optical storage media, (i.e. physical media) on which the Work is stored.
- c. Digital Information: the information stored on Digital Media or sent via an electronic exchange method (email and FTP) known as the Work of the contracted design professional, Becker Morgan Group, Inc. and their consultants, herein after referred to as the Firm.
- d. Digital Documents: the collective Digital Information that constitutes equivalent physical documents or Work of the Firm. Digital Documents may include one or more electronic files produced by Computer Aided Design (CAD) software applications.

Terms:

1. In accepting and utilizing Digital Information on any form of Digital Media generated and provided by the Firm, the Recipient covenants and agrees that all such Digital Information are instruments of service of the Firm prepared solely for use in connection with the single project for which they were prepared, who shall be deemed the author of the Digital Information, and shall retain all common law, statutory law and other rights, including copyrights.
2. The Digital Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Digital Documents do not replace or supplement the printed copies of the Drawings and Specifications that are, and remain, the Contract Documents for the Project.
3. The Digital Information is provided only as a design record prior to construction and for reference to the Recipient. The information in no way shall be used for "as-built" or record purposes.
4. The Recipient agrees not to use this Digital Information, in whole or in part for any purpose or project other than the specific project for which the Recipient and the Firm have a prior Professional Services Agreement. It is further understood and agreed that only printed copies of the Instruments of Services shall be signed and sealed by Architect or its sub-consultants in accordance with the laws of the state in which the project is built.
5. The Work cannot be distributed, altered, reused, sold, leased, printed, plotted, or duplicated without the expressed written consent of the Firm.

6. For Shop Drawings - Where the Recipient has received specific permission to use the Digital Documents in connection with Recipient's obligation to prepare certain documents for the Project, Recipient shall, in addition to the other obligations set forth herein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Digital Documents used by Recipient. It is understood and agreed that the Digital Documents are not to be used by any contractor or any of its subcontractors of any tier or any material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Digital Documents as backgrounds upon which to prepare its shop drawing or other submittal when it is specifically permitted in technical section of project specification. When these digital documents are used as backgrounds in the preparation of shop drawings or other submittals, the Recipient agrees to confirm the accuracy of the digital documents before using them, Recipient agrees to accept all responsibility for any errors or inaccuracies and to release the Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
7. Under no circumstances shall transfer of the Digital Information for use by the Recipient be deemed a sale by the Firm. The parties agree that the Digital Documents are not, nor shall they be construed to be, a product. The Firm makes no warranties, either express or implied, of the Digital Media or the Digital Information as to merchantability or fitness for any particular purpose the Recipient may need.
8. The Digital Information submitted by the Firm to the Recipient is submitted for an acceptance period of sixty days. Any defects the Recipient discovers during this period shall be reported to the Firm and may be corrected as part of the Firm's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.
9. The Digital Information is not guaranteed as to accuracy and completeness of all dimensions and details. Information contained in the signed and sealed printed documents should be deemed to be correct and superior to digital information.
10. The Digital Information is not guaranteed as to compatibility, in so far as incompatibilities may be present now or in the future with the Recipient's computers, storage devices, software, and output systems.
11. The Digital Media on which the Digital Information is provided cannot be guaranteed as to its durability, completeness or usability, in so far as instabilities may be present in the Digital Media, and in the transferring, archiving, recording or translating systems now and in the future. The Firm is not liable in any way for the perpetuation of this Digital Information on released digital media or on digital media retained by the Firm for its archives. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
12. Provision of the Information to the Recipient in no way limits the Firm to the further use of the Digital Information for the Firm's benefit.
13. Recipient agrees to waive any and all claims and liability against Architect and its sub-consultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Digital Format. The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Firm harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the Digital Information without the prior written consent of the Firm. Recipient further agrees to indemnify and save harmless the Owner, Architect and its sub-consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement for the Delivery of Documents in Digital Format; or 2) a defect, error or omission in the Digital Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

The Recipient agrees to a \$200 charge per each of the following drawing sheets listed below, created within a CAD digital file, payable to this office prior to release of any Digital Information. NOTE: All sheets are available for release.

List Requested Drawing Sheets:

The Recipient agrees to a \$500 charge per each of the following groups of CAD and BIM digital files checked below, payable to this office prior to release of any Digital Information. NOTE: Only those file groups listed below are available for release.

Check Requested Files:

- Structural Revit Model
- Architectural Revit Model
- P100, M100, M101
- E003, E100, E101

Please sign and return one copy of any release forms required by Consultants.

Please sign below and return one copy of this form with a check for the total payment made out to Becker Morgan Group.

Recipient sign here>

Accepted - signature _____ Date _____

Name/Title – printed _____

Company _____

BMG Principal - signature _____ Date _____

BMG Principal – printed _____

Prepared by – printed _____

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SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes modular carpet tile.
- B. Related Requirements:
 - 1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Full-size units equal to 100 percent of amount installed for each type indicated.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II or Master II certification level.
- B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.8 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.9 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber, and delamination.
 - 3. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE (CPT-1)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Tandus; Abrasive Action II or comparable product by one of the following:
 - 1. Mannington
 - 2. Shaw.
- B. Characteristics:

1. Color: As selected by Architect from manufacturer's full range.
2. Dye Method: 100 percent solution dyed.
3. Fiber Type: TDX Nylon.
4. Pile Characteristic: Accuweave patterned loop.
5. Tuft Density: 96 tufts per square inch.
6. Pile Height (average): .0187 inches.
7. Stitches: 8.0 per inch.
8. Gage: 1/12.
9. Backing System: Powerbond, or approved equivalent.
10. Size: 24 by 24 inches (610 by 610 mm).
11. Applied Soil-Resistance Treatment: Ensure.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.

- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813