

DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete building permit application and file with authorities having jurisdiction within [**five**] days of **the Notice to Proceed**.

END OF DOCUMENT 003143

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Window Replacement and Water mitigation.
- C. Project Location: Newport News Williamsburg International Airport.
- D. Owner: Peninsula Airport Commission (PAC).
- E. Owner Project Number: BPM006607.
- F. Architect: Popli Design Group.
- G. Architect Project Number: 21122.01

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$ _____).
 - 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. _____ Dollars (\$ _____).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within _____ calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated _____.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Alternates.
 2. Bid Form Supplement - Unit Prices.
 3. Bid Form Supplement - Allowances.

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Virginia, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2023.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).

- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Window Replacement and Water mitigation..
- C. Project Location: Newport News Williamsburg International Airport.
- D. Owner: Peninsula Airport Commission (PAC).
- E. Owner Project Number: BPM006607.
- F. Architect: Popli Design Group.
- G. Architect Project Number: 21122.01

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ___ day of _____, 2023.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Window Replacement and Water mitigation..
- D. Project Location: Newport News Williamsburg International Airport.
- E. Owner: Peninsula Airport Commission (PAC).
- F. Owner Project Number: BPM006607.
- G. Architect: Popli Design Group.
- H. Architect Project Number: 21122.01

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within [60] days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Alternate 1:

1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
2. _____ Dollars (\$ _____).
3. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ___ day of _____, 2023.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Window Replacement and Water mitigation.
- D. Project Location: Newport News Williamsburg International Airport.
- E. Owner: Peninsula Airport Commission (PAC).
- F. Owner Project Number: BPM006607.
- G. Architect: Popli Design Group.
- H. Architect Project Number: 21122.01

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Supplement Form - Allowances.
 - 5. Attached to the Bid Form: Bid Supplement Form - Unit Prices.
 - 6. Attached to the Bid Form: Bid Supplement Form - Alternates.
 - 7. Attached to the Bid Form: Proposed Schedule of Values Form.
 - 8. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 9. Bid envelope shows name and address of the Bidder.
 - 10. Bid envelope shows the Bidder's Contractor's License Number.
 - 11. Bid envelope shows name of Project being bid.
 - 12. Bid envelope shows name of Prime Contract being bid, if applicable.
 - 13. Bid envelope shows time and day of Bid Opening.
 - 14. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 15. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393

SECTION 006000 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
 - a. AIA Document A105-2017 "Standard Short Form of Agreement between Owner and Contractor."
 - 1. The General Conditions are included in the Project Manual
 - 2. The Supplementary Conditions for Project are incorporated into a modified copy of the General Conditions included in the Project Manual.
 - 3. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; www.aiacontractdocsaiacontracts.org; (800) 942-7732.
- C. Preconstruction Forms:
 - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond and Payment Bond."
 - 2. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."
- D. Information and Modification Forms:
 - 1. Form for Requests for Information (RFIs): AIA Document G716-2004 "Request for Information (RFI)."
 - 2. Form of Request for Proposal: AIA Document G709-2018 "Proposal Request."
 - 3. Change Order Form: AIA Document G701-2017 "Change Order."
 - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G710-2017 "Architect's Supplemental Instructions."
 - 5. Form of Change Directive: AIA Document G714-2017 "Construction Change Directive."
- E. Payment Forms:
 - 1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
 - 2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."
 - 3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."

4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

END OF SECTION 006000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.9 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.10 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's[**overhead, profit, and**] related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include 100 SF of new glazing, as specified in Section 088000 "Glazing."
 - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Unit price is[**an amount incorporated into the Agreement, applicable during the duration of the Work as**] a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Window Glazing

1. Description: Glazing and associated materials, in accordance with Section 088000 "Glazing."
2. Unit of Measurement: 100 SF glazing.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Bid Alternate 1.

1. Base Bid: Glazing replacement as indicated on Contract Document set and as specified in Section 088000 "Glazing"
2. Alternate: Additional glazing as indicated on Contract Documents and as specified in Section 088000 "Glazing."

B. Alternate No. 2: Bid Alternate 2.

1. Base Bid: Glazing replacement as indicated on Contract Document set and as specified in Section 088000 "Glazing"
2. Alternate: Additional glazing as indicated on Contract Documents and as specified in Section 088000 "Glazing."

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
 - 2. Section 012100 "Allowances" for products selected under an allowance.
 - 3. Section 012300 "Alternates" for products selected under an alternate.
 - 4. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within five days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
 - B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.
- 1.5 ADMINISTRATIVE CHANGE ORDERS
 - A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
 - B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.
- 1.6 CHANGE ORDER PROCEDURES
 - A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- 1.7 CONSTRUCTION CHANGE DIRECTIVE
 - A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 WORK CHANGE DIRECTIVE

A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
 5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 011000 "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

7. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
8. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
9. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
10. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
11. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 10th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Other Application for Payment forms proposed by the Contractor shall be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.

8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

DRAFT AIA® Document A701™ - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):

Blank

THE OWNER:

(Name and address):

THE ARCHITECT:

(Name and address):

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 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

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.

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

ARTICLE 1 DEFINITIONS

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

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local 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.

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner 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 at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of 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 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

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

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

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

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or 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.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.

VIRTEXCO

Project Name: Window Replacement and Water Mitigation
 Project Location: Newport News, VA
 RFI Due to Owner: 2/13/2023 at 2:00 pm

RFI #	Date	Drawing or Specification Number	Question	Answer	Answered By	Answered Date
001	2/13/2023	General	Due to supply chain issues along with labor shortages, construction material is very volatile at the moment. Please verify if the contractor is to include any additional cost for escalation as the subcontractors do not know until submittals are approved what the actual cost of material will be. If the contractor is to include escalation for roofing material, please provide a percent that the contractor is to include or please provide an allowance.	There is no roofing material in this project.		
002	2/13/2023	General	Due to supply chain issues along with labor shortages, delivery of material for glazing and aluminum frames can vary widely from system to system. Please verify that if the contractor is not able to get material in time to start the project, the contractor may receive a time extension without the owner accessing liquidated damages for the project. The contractor will not know when the material will be on site until after the submittal process and the order has been placed so there is no way to tell right now what material will be affected, if any.	Contractor must request the delay in advance, in writing for approval from PAC.		
003	2/13/2023	General	Please verify that the project will require a wage scale. Per Virginia code 2-2-4321.3. Virginia's prevailing wage law applies to all state public works projects financed in whole or by part by public funds. If so, please provide the proper wage scale for this project.	The prevailing wage as per Virginia code 2-2-4321.3 is minimum wage which is \$12.00 per hour.		
004	2/13/2023	General	Please verify that the contractor will not be required to remove/relocate/protect furniture or furnishings. If the contractor will be required to remove/relocate/protect, please provide a list and location of the furniture and furnishings that are to be required to be relocated. Please also provide a list of equipment that is to remain and to be protected by the contractor.	In the event the contractor needs to move any furnishings or cover any furnishings, contractor must get approved before moving any furnishing from the PAC.		
005	2/13/2023	General	Please verify that all cutting and patching has been detailed in the documents. If there is additional cutting and/or patching that is not shown on the documents and is not part of the demolition or installation of MEPs, please provide all locations, sizes and material so the contractor may include the proper costs associated with all required cutting and/or patching. If this cannot be provided, please provide an additional allowance for all cutting and/or patching that is not shown in the construction documents.	All related work is detailed on the documents. There is no work involving any MEP scopes.		
006	2/13/2023	General	Please provide all locations for temporary partitions that the contractor will be required to construct. Please also provide a description or detail of the temporary wall if plastic sheathing and wood studs are not approved for the areas.	All temporary partitions, if needed will need to be approved in advance by the PA.		
007	2/13/2023	General	Due to supply chain issues along with labor shortages, construction material is very volatile at the moment. Please note that most material pricing can only be held for 30 days, and some material has pricing that is only good for a few days. Due to this, please verify that the contractor will only be required to hold their number for 30 days in lieu of the 90 days required per the Bid Acceptance Period in the documents. If the 90 day requirement must remain, please verify that the contractor will need to include a 10% allowance for any material escalation in their bid.	Contractor must hold bid number for 60 days and may include a 10% allowance for material escalations.		
008	2/13/2023	002113	Please provide a copy of AIA Document A701 for review as section 002113 states that this document is attached to the project manual.	Copy attached.		
009	2/13/2023	000110	Please provide a copy of the following sections as they were not sent out with the bid package: 002213 - Supplementary Instructions to Bidders; 002513 - Pre-Bid Conference; 003126 - Existing Hazardous Material Information; 003143 - Permit Applications; 004113 - Bid Form - Stipulated Sum (Single - Prime Contract); 004321 - Allowance Form; 004323 - Alternates Form; 004393 - Bid Submittal Checklist; 005100 - Notice of Award; 006000 - Project Forms; 009113 - Addenda; 011000 - Summary; 012100 - Allowances; 012200 - Unit Prices; 012300 - Alternates; 012500 - Substitution Procedures and 012600 - Contract Modification Procedures. All of these are required for bidding purposes.	Attached		

PDG concurs, and	2/13/2023	Special Terms and Conditions Goods and Nonprofessional Services	Please verify that the certified test report that is to be submitted with the contractor's bid maybe waived as required per the certified test report paragraph in the Special Terms and Conditions Goods and Nonprofessional Services section of the specifications. The contractor cannot provide this as, during the bidding process, the contractor does not know which contractor they are utilizing for the work and therefore cannot submit the test report with their bid. This can be provided after the contractor has selected the subcontractor who will be performing this work. Also, the work has not started, so there is nothing for the subcontractor to test at this point.	PDG concurs test report can be waived, and PHF to verify if acceptable. The PAC agrees there is no test report required with bids.		
011	2/13/2023	Special Terms and Conditions Goods and Nonprofessional Services	Please provide the desired delivered time as required per the delivery section of the Special Terms and Conditions Goods and Nonprofessional Services specification. This is required if liquidated damages are to be assessed as stated in the liquidated damages paragraph in the Special Terms and Conditions Goods and Nonprofessional Services section of the specifications.	Delivery time to begin within 30 Days of award.		
012	2/13/2023	Special Terms and Conditions Goods and Nonprofessional Services	Please verify that if the general contractor is small business certified by DSBS, that they may claim 100% small business on their small business subcontracting plan that is to be submitted with their bid.	Yes this is correct.		
013	2/13/2023	Special Terms and Conditions Goods and Nonprofessional Services	Please verify that this is a time and material contract as mentioned in paragraph 41 in the Special Terms and Conditions Goods and Nonprofessional Services section of the specifications. If so, please provide the proper bid form. If it is not, please delete paragraph 41 in this section.	Deleted paragraph 41. under Special T&C.		
014	2/13/2023	012900	Please provide the entire specification section 012900 as the document that was included in the bid package starts on paragraph 1.4 7.	See attached section.		
015	2/13/2023	013100	Please verify that the contractor will be required to include BIM file incorporation per section 013100 1.6 C 4 as this is a window replacement and water mitigation project.	BIM file is not required.		
016	2/13/2023	013233	Please verify that the construction web cam requirement for this project can be waived as required per section 013233 1.8. Typically the contractor would include this for an major renovation/addition/new building only.	Web cam is not required.		
017	2/13/2023	013516	Please provide the location of storage space. As stated in section 013516 1.09 E 1, the owner will arrange for limited on-site location(s) for free storage.	Lay down areas for storage will be assigned dependent upon work location and phasing after award.		
018	2/13/2023	013516	Please verify if the contractor is to include off-site storage as required per section 013516 1.09 E 2.	Not required.		
019	2/13/2023	015000	Please provide the locations of the temporary exterior barricades that will be required for temporary windows as required per section 015000 3.5 L. Please provide a detail of the temporary enclosures. Please also provide any requirements that the temporary barriers will need to meet as far as sound/projectile requirements.	Inside temporary barricades will be at least 8 ft high with plywood structure painted white, outside barricades must be placed no closer than 10 ft from work site and must have one red flashing beacon for visibility at night per barrier		
020	2/13/2023	015000	Please also provide all locations of the required temporary partitions as required per section 015000 3.5 M.	Lay down areas for storage will be assigned dependent upon work location and phasing after award.		
021	2/13/2023	013516	Please provide a detail or description of exterior barricades that will be required for this project. If the project is located on the apron where the planes are parked at the gates, please provide a detail or description of the exterior barricades/barriers required. Please include the requirements for lights, temporary pavement markings, etc. as required.	Outside barricades must be placed no closer than 20ft from work site of the day or equipment being utilized and must have one red flashing beacon for visibility at night per barrier. There will be no area work is accomplished near planes. No need for new paint markings		
022	2/13/2023	014000	Please provide the allowance for testing and inspections as required per section 014000 1.2 C as this was not provided.	Refer to Section 012100 "Allowances".		
023	2/13/2023	015000	Please provide the locations of the chain-link fencing and the portable chain-link fencing as required per section 015000 2.1 A.	Chain link fencing only needed to secure staged material or equipment on non secure side. Airport will not assume responsibility for lost or stolen or vandalized material or equipment		
024	2/13/2023	015000	Please verify that the contractor will be required to include a common-use field office per section 015000 2.2 B.	Not required.		
025	2/13/2023	015000	Please verify will allow the contractor to utilize the existing HVAC system in the construction areas so the contractor will not be required to include temporary HVAC as required per section 015000 2.3 B.	Existing HVAC system is not part of this scope of work.		
026	2/13/2023	015000	Please provide the location and detail of any temporary roads required per section 015000 3.4. Please include details as required.	not required.		
027	2/13/2023	015000	Please verify if a traffic control plan will be required for this project as stated in section 015000 3.4 D. If so, please provide details as to what areas and when the road maybe shut down and for how long.	Not required.		

028	2/13/2023	015000	Please provide the deck height at all locations where temporary partitions are required as required per section 015000 3.5 K.	Inside temporay barricades will be at least 8 ft high with plywood structure painted white. No closer than 10 ft of area being worked		
029	2/13/2023	015000	Please provide airport construction standards AC 150/5370-10 as referenced in section 015000 3.5 O.	https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10		
030	2/13/2023	General	Please provide the work hours and days that the contractors may work onsite.	7 am to 5 pm Mon Through Sat if needed		
031	2/13/2023	017419	Please provide sections 011200, 042000, 044313.13, 044313.16 and 311000 as referenced to in section 017419 1.2 B. If these sections do not apply, please verify that this paragraph maybe deleted.	All sections under "Related Documents" do not apply, therefore this paragraph can be deleted.		
032	2/13/2023	019119.43	Please provide section 109113 as referenced to in section 019119.43 1.3 B.	Section 109113 is not applicable.		
033	2/13/2023	019119.43	Please verify that the owner will provide the commissioning authority for the exterior enclosure commissioning as required per section 019119.43.	Yes the owner will provide all commissioning of said project		
034	2/13/2023	General	Please verify that the contractor will be required to include builder's risk insurance for this project.	Verified.		
035	2/13/2023	General	Please verify that the owner will provide all required permits for this project including the building permit.	City of Newport News already has plans for tis project and all permits are being worked by the Owner.		
036	2/13/2023	024119	Please verify that the contractor will not be required to recover refrigerant for this project. If so, please verify that paragraph 024119 1.6 may be deleted.	There is no refrigerant to be recovered in this project.		
037	2/13/2023	040120.63	Please provide a quantity of brick repairs that is required per section 040120.63 1.2 A 1 for bidding purposes. Please also provide the locations and sizes at each location required so the contractor may include the proper access equipment.	Locations are identified on Exterior Elevation documents. Area calculations can be done based on that information.		
038	2/13/2023	040120.63	Please provide a quantity of abandoned anchors that will required to be removed per section 040120.63 1.2 A 2 for bidding purposes. Please also provide the locations of the anchors so the contractor may include the proper access equipment.	Delete reference(s) to abandoned anchors.		
039	2/13/2023	040120.63	Please verify that the cleaning of masonry only needs to include the repair work. If additional masonry cleaning is required, please provide the limits of masonry cleaning.	While not part of the original scope, is there any value to have the contractor clean other areas while they have access?		
040	2/13/2023	040120.63	Please provide a quantity of the steel that is to be painted per section 040120.63 1.2 A 3 for bidding purposes. Please also provide the locations of painting required so the contractor may include the proper access equipment.	There will be approx. 12" of exposed steel lintel when the soldier courses are removed. Calculate area by using the lengths of the removed masonry.		
041	2/13/2023	040120.64	Please provide a quantity of the brick that is to be repointed with mortar per section 040120.64 1.2 A 1 for bidding purposes. Please also provide the locations of painting required so the contractor may include the proper access equipment.	Exterior Elevation Note #4 references repointing 2000 sf, +/- . I do not believe the reference to painting in this RFI is intended.		
042	2/13/2023	040120.64	Please provide a quantity of the brick that is to be repointed with sealant per section 040120.64 1.2 A 1 for bidding purposes. Please also provide the locations of painting required so the contractor may include the proper access equipment.	Delete 04 01 20.94 ¶1.2.A.1		
043	2/13/2023	040120.64	Please verify that the contractor will be required to hire a 3rd party inspector for preconstruction testing for the brick masonry repointing as required per section 040120.64 1.9 A. If so, please provide the frequency of each test required.	Eliminate "1.9 Preconstruction Testing" in 04 01 20.64.		
044	2/13/2023					
045	2/13/2023					
046	2/13/2023					
047	2/13/2023					
048	2/13/2023					
049	2/13/2023					
050	2/13/2023					
051	2/13/2023					
052	2/13/2023					
053	2/13/2023					
054	2/13/2023					