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## **Addendum No. 2**

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Biden, Duncan, & AASF Connector  
Delaware Army Reserve National Guard (DEARNG)  
New Castle, Delaware  
DEARNG Contract # 2018-11

Tt Project No. 200-76984-18004

Addendum No. 2  
to  
Drawings and Project Manual

June 11, 2018

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To: ALL BIDDERS

This ADDENDUM forms a part of the BIDDING AND CONTRACT DOCUMENTS and modifies the following documents:

Original DRAWINGS dated June 6, 2018 and  
PROJECT MANUAL dated June 6, 2018

Acknowledge receipt of the ADDENDUM in the space provided on the FORM OF PROPOSAL

This ADDENDUM consists of three (3) pages and the following:

### **2.1 GENERAL CLARIFICATIONS**

### **2.2 QUESTIONS FROM CONTRACTORS**

#### **A. Questions from Guardian Environmental Services Co, Inc. e-mail dated 6/8/18:**

1. The heading on pages 124 & 127 are for the Stern Armory & Readiness Center not this project. Please verify that the same General Conditions apply.

**ANSWER:** This was a formatting issue. General Conditions apply.

2. Is the contractor required to pay \$1,100.00 for the use of electronic files on the project per Tetra Tech's Use and Indemnification Agreement? Can this be waived since DEARNG has already paid for the design?

**ANSWER:** Fees will not apply. Please refer to the updated Specification Section 01 33 01 CADD Release.

3. On pages 206 and 211, under the security section related to Department of Corrections project. Are they required for this project?

**ANSWER:** Specification section 01 35 53 Security Procedures is not required and can be disregarded. This section will be removed from the project.

4. On page 222, section 01-40-00-08 part 1.12 Special Testing & Inspections, Is the owner provided engineer inspection for onsite installation or for offsite fabrication at the subcontractors facility?

**ANSWER:** For onsite installation only.

5. On page 224 section Temporary Facilities & Controls, under part 1.3 Use Charges, for Items C. Water and D. Electric, can you provide location of service supplied or tie in locations?

**ANSWER:** On-site access to water or electric will not be provided. Please see revised Specification Section 01 50 00 Temporary Facilities and Controls.

6. On page 228, section Field Office, Part 2.1 A is a field office required for this contract or can this section/requirement be removed? Owner provided office space?

**ANSWER:** Field office is not required. Please see revised Specification Section 01 50 00 Temporary Facilities and Controls.

7. On page 228, Temporary Facilities, Section 3.2 G Telephone and 3.2 H Electronic Communications Service, reference to providing phone service and computer for project, are these items required for this contract or can they be removed?

**ANSWER:** These items are not required. Please see revised Specification Section 01 50 00 Temporary Facilities and Controls.

8. On page 331 section 3.5 Mold & Moisture Control, does not relate to this project. Can this section be removed?

**ANSWER:** This does not apply to this project. Please see revised Specification Section 01 50 00 Temporary Facilities and Controls.

9. On page 238 section Construction Waste Plan, is a formal construction waste plan required? This section relates to a building construction project with multiple waste streams, when we will only be recycling or reclaiming asphalt pavement and concrete.

**ANSWER:** Specification section 01 74 19 Construction Waste Management is not required and can be disregarded. This section will be removed from the project.

10. On page 248 section Closeout Requirements, can the following items be removed from the closeout requirements, since they are not applicable to this project:

- E. Balancing Report
- G. Operation and Maintenance Manuals
- I. CADD Files for As Built Drawings
- L. Electrical Inspection Certificate
- N. Boiler Start Up and Combustion Report

**ANSWER:** Please see the updated Specification Section 01 77 00 Closeout Procedures for applicable closeout requirements.

11. On page 254 section Statement of Special Inspections, “This Statement of Special Inspections is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code.” What permit issuance is required and from what agency? Have the plans already been submitted for review and/or approval? Who will be paying for the permit if required?

**ANSWER:** Contractor to coordinate with New Castle County Building Code Official to determine all required permits.

12. Is the existing retaining wall backfilled with stone?

**ANSWER:** As-built drawings of the existing retaining wall are not available. See sheet C-104 of the Bid Documents for standard retaining wall construction.

13. Is the retaining wall block finished on the side? Some units do not have finished sides only the face of the block, so when reused the end block will/may not match the face block of the existing wall.

**ANSWER:** As-built drawings of the existing retaining wall are not available. Contractor to provide end block units as required to ensure a uniform finish to all exposed surfaces of retaining wall. Re-use existing wall units to the greatest extent possible.

14. On page 273, section Railings, “A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 “Quality Requirements”, to design railings, including attachment to building construction.” Is this professional engineer design requirement necessary for this sidewalk project?

**ANSWER:** Yes. Railing are a delegated design item.

### **2.3 PROJECT MANUAL MODIFICATIONS**

A. Spec Section 00 41 13: Bid Form

1. **DELETE** “Original Bid Form” in its entirety and **REPLACE** with “Revised Bid Form” attached to this addendum.

### **END OF ADDENDUM 02**

**Attachments:**

Revised Spec Section 00 41 13 Bid Form

Revised Spec Section 01 33 01 Cadd Release

Revised Spec Section 01 50 00 Temporary Facilities and Controls

Revised Spec Section 01 77 00 Closeout Procedures



DEARNG ARMY NATIONAL GUARD  
DUNCAN READINESS CENTER SIDEWALK  
NEW CASTLE, DE 19720

**BID FORM**

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 90 calendar days of the Notice to Proceed.

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

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

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

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

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

**Witness:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
**Date:** \_\_\_\_\_

**ATTACHMENTS**

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

DEARNG ARMY NATIONAL GUARD  
DUNCAN READINESS CENTER SIDEWALK  
NEW CASTLE, DE 19720

**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.** This form must be filled out completely with no additions or deletions.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Masonry	_____	_____	_____
2. Concrete	_____	_____	_____
3. Fencing	_____	_____	_____

DEARNG ARMY NATIONAL GUARD  
DUNCAN READINESS CENTER SIDEWALK  
NEW CASTLE, DE 19720

**BID FORM**

**NON-COLLUSION SUSPENSION/DEBARMENT DISCLOSURE STATEMENT**

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

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of *DEARNG CONTRACT NO. 2018-11* have been thoroughly examined and are understood.

**NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE (TYPED):** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE (SIGNATURE):** \_\_\_\_\_

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

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_ . NOTARY PUBLIC \_\_\_\_\_ .

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

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**SECTION 01 33 01**  
**CADD RELEASE**

PART 1 - GENERAL (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 USE AND INDEMNIFICATION AGREEMENT

A. Instructions:

1. PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form.
2. For AutoCAD type files, the Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.
3. Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.
4. In addition, our internal individual Base Plans will not be released; we limit what the contractor can request to the actual individual contract drawings.
5. After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office. We will not release electronic files until we receive this form.

END OF SECTION



TETRA TECH

240 Continental Drive, Suite 200
Newark, Delaware 19713
Tel. (302) 738-7551
Fax (302) 454-5980

Use and Indemnification Agreement

Re: DEARNG Duncan Readiness Center Sidewalk

Tt Project No. 200-76984-18004

Whereas, \_\_\_\_\_ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers (hereinafter "Tetra Tech").

Now, therefore, Contractor hereby warrants and covenants that it will abide by the following provisions:

A. Indemnification

- 1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers, directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.
2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. Use and Compatibility

- 1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.
2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.
3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.
4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

IN WITNESS WHEREOF:

Contractor: \_\_\_\_\_
Signed name: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_



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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

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, may apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Engineer, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will not provide sewer-service for the project. Contractor shall provide all required temporary sanitary facilities.
- C. Water Service: Contractor to provide all water required to complete work. On-site access will not be provided.
- D. Electric Power Service: Contractor to provide all electrical power via a generator(s) to complete work. On-site access will not be provided.
- E. Upon completion of the project and prior to demobilization the Contractor shall at his or her sole expense, remove any temporary utility service equipment and restore the site location to its pre-construction condition.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, temporary equipment, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES (NOT USED)

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities and equipment as required by progress of the Work.
  - 1. Locate facilities and equipment to limit site disturbance as specified in Section 01 10 00 "Summary."

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Provide electric power equipment and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel as directed.
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- C. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 01 10 00 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways per requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction including DNREC and CCR, if required by DNREC. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

### 3.5 MOISTURE AND MOLD CONTROL (NOT USED)

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility and equipment when need for its service has ended, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION



SECTION 01 77 00  
CLOSEOUT 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 contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  5. Submit test/adjust/balance records.
  6. Submit sustainable design submittals not previously submitted.
  7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

### 1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

3. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.

2. Include the following information at the top of each page:

a. Project name.

b. Date.

- c. Name of Architect.
  - d. Name of Contractor.
  - e. Page number.
3. Submit list of incomplete items in the following format:
- a. MS Excel electronic file. Architect will return annotated file.
  - b. PDF electronic file. Architect will return annotated file.
  - c. Three paper copies. Architect will return two copies.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

### 3.3 SUMMARY OF CLOSEOUT DOCUMENTS

- A. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
- B. Contractor's Consent of Surety Company to Final Payment (AIA Document G707) (one copy)
- C. Contractor's Affidavit of Release of Liens (AIA Document G706A) (one copy)
- D. Copy of Letter of Guarantee and Warranty Information (three copies)
- F. Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)
- H. Record Shop Drawings and Submittals

- I. As-built Drawings: All construction changes should be clouded and marked.
  - 1. Updated CAD files to reflect changes and as-built conditions; AutoCadd dwg file 2010 to 2014 format.
  - 2. Three (3) hard copies of As-builts.
- J. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue, Mr. William Kirby, 302-577-8259).
- K. Punch List Closeout Letter
- M. Bond Certification

END OF SECTION