

Addendum No. 1

Date: September 3, 2020
Project: Delaware Army National Guard
Wilmington Readiness Center Partial Building Demolition
DEARNG Contract No. 2019-16

The work herein shall be considered part of the bid documents for the referenced project and carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Acknowledge receipt of addendum on the bid form as indicated.

Pre-Bid Meeting Notes:

1. General

a. Introductions

Mr. Marc Orndorff is the PM for the Delaware National Guard
marc.a.orndorff.civ@mail.mil

Mr. Paul Guggenberger is the PM for the StudioJAED
guggenbergerp@studiojaed.com

b. This is the Pre-Bid Meeting for

DEARNG Contract No. 2019-16
Wilmington Readiness Center Partial Building Demolition

c. Attendance at this meeting is a prerequisite for bidding on this contract.

d. Sealed bids will be received by Delaware Army National Guard at the Security Officers desk in the Main Lobby of the Armed Forces Reserve Center, 1 Vavala Way, New Castle, Delaware 19720 until **2:00 pm local time Wednesday, September 23, 2020**, at which time they will be publicly opened and read aloud in the Multi-Purpose Room.

Bidders are required to show identification at the Guard Booth when entering the site and must sign in at the Security Officers desk once inside. Please allow sufficient time to comply with these requirements. No exceptions. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

e. **The deadline for RFIs to StudioJAED is Thursday, September 17, 2018 at 4:00 pm.**

f. RFI and questions are to be submitted via email to Paul Guggenberger at StudioJAED:

guggenbergerp@studiojaed.com.

All questions will be addressed by Addendum which will be provided to all attendees.

g. **Additional walk through is scheduled for Thursday, September 10 from 10:00 to 12:00.**

2. Documentation Dates:
 - a. Dates were mis-stated at the pre-bid meeting. Documents with the following dates shall be used for bid.
 - i. Drawings June 26, 2020
 - ii. Specifications August 21, 2020
3. Scope Review – The scope includes, but is not limited to the following:
 - a. Demolish designated portion of the west wing as shown on the drawings (approximately 14,000sf), including, but not limited to, building envelope, interior fitout, slab-on-grade, foundations, footings, mechanical, electrical, plumbing, life safety systems, and associated work.
 - b. Construct new entrance vestibule at end of existing building, including, but not limited to, footings, foundation, slab-on-grade, building envelope, finishes, mechanical, electrical, life safety systems and associated work.
 - c. Improve site by adding new fill and regrading at demolished building, install new concrete sidewalks and install new chain link fence.
 - d. Generator and Automatic Transfer Switch are to be salvaged by the Contractor, palletized and wrapped and set at the River Road Training Facility.
4. Review Bid Form
 - a. Complete forms as presented, do not edit or alter.
 - b. Provide all information requested in full or bid will not be accepted.
 - c. Employee drug testing form is required from general contractor for the bid. It will be required of the sub-contractors of the successful bidder after award.
 - d. Acknowledge all addendums as individual items.
 - e. Include a copy of your business license, not just a number.
 - f. Contractor insert the number of calendar days to complete the work from the date of the Purchase Order. Bid form will be revised.
 - g. Bid, Performance, and Payment Bonds will be required for the project. The forms provided in the bidding documents must be used for these.
5. Review Sub Contractor List
 - a. The Subcontractor List will include the following:
 - i. Demolition
 - ii. Concrete
 - iii. Masonry
 - iv. Metal Stud
 - v. Roofing
 - vi. Mechanical
 - vii. Electrical
 - b. If the prime contractor/bidder is going to perform the work of any of the subcontracting categories, then they must list themselves under those subcontracting categories.
6. Review Alternates – None
7. Review Unit Prices – None
8. Review Allowances
 - a. Allowance #1: \$10,000 for General condition contingencies to be included as part of the base bid.

9. Prevailing Wage Project

- a. 2020 wage rates apply. The rates are included on the Bid Solicitation Directory and in the Specification book.

10. Project Schedule

- a. Anticipate prompt award and commencement after bids are received. Contracting and Notice to Proceed is expected to take 30-60 days from the bid date.
- b. Anticipate duration from Notice to Proceed to Closeout is 7 months.

11. Contractor Use of Premises

- a. The Building will be occupied throughout the duration of the project.
- b. Arrange use of site and premises to allow:
 1. Owner occupancy
 2. Use of site and premises by the public.
- c. Provide access to and from site as required by law and by Owner:
 1. Emergency building exits during construction: keep all exits required by code open during construction period; provide temporary exits sign if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- d. Existing building spaces may not be used for storage.
- e. Work Hours and Access:
 1. DEARNG will be operating on a four day work week with Mondays off. DEARNG staff will not be on site on Mondays. Marc Orndorff or another designated individual will be available by phone.
 2. DEARNG will provide badge access or key access to the contractor.
 3. Work hours are 7:00 am to 4:30 PM, Monday through Friday. Alternative hours will only be considered on a special need basis.
- f. Utility outages and shutdown:
 1. Limit disruption of utility services to hours the building is unoccupied
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 day notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

12. Concurrent Activities

- a. DEARNG is contracting separately for Environmental Remediation.
- b. Remediation is expected to take 2-1/2 to 3-1/2 weeks and will be complete prior to mobilization for demolition.

13. Permitting

- a. The Contractor will be responsible for permitting and fees required to complete the work.

Clarifications:

1. All furniture, equipment and materials within the area of demolition are the responsibility of the Contractor and are to be demolished, removed or otherwise legally disposed of.
2. The vault located at the Command Center area is to be demolished by the Contractor. The vault is masonry/concrete with a steel door. The vault is approximately 9' by 13'.
3. The antenna, support structure and foundation designated with note D6 on sheet AD101 are to be removed in their entirety. In addition, three wood poles supporting the antenna area are also to be removed by the contractor.
4. The CONEX box located behind the building is to be relocated on site to a location designated by the Owner.
5. The drive through gate and the chain link fence between the gate and the building shall be demolished by the contractor. The remainder of the existing fence is to remain. The Contractor shall provide a clean termination at the end of the fence where the gate is removed.
6. The Contractor shall provide and maintain erosion and sediment control measures in accordance with New Castle County's Application for Standard Plan Approval – Demolition and the associated Standard Detail and Specifications (attached). E&S measures shall be removed at the completion of construction activities and affected areas restored with topsoil and seed.

Changes to Specifications:

1. 00 21 13 – INSTRUCTIONS TO BIDDERS
 - a. Section is replaced with DFM's current version.
2. 00 41 13 – Bid Form
 - a. Section is replaced with DFM's current version.
 - b. Subcontractor list is revised as discussed at the meeting.
3. 00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE
 - a. Section is replaced with DFM's current version.

Attachments:

1. Specification Section 00 21 13 – INSTRUCTIONS TO BIDDERS
2. Specification Section 00 41 13 – Bid Form
3. Specification Section 00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE
4. New Castle County, Application for Standard Plan Approval – Demolition, Standard Detail & Specifications, Rev. 07/2019.
5. Asbestos Abatement - Scope Specific Specifications, dated 8/25/2020.
6. Pre-Bid Meeting Sign In Sheet.

END

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

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- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

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3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

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4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

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

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

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

- 4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;

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- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.3.2 Evidence of collusion among Bidders.
 - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
 - 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
 - 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
 - 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
 - 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.
- 6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

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ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

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

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

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

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

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

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

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

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

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

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

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BID FORM

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SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. DEMOLITION	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
2. CONCRETE	_____	_____	_____
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

BID FORM

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3. MASONRY

- A.
- B.
- C.

4. METAL STUD

- A.
- B.
- C.

5. ROOFING

- A.
- B.
- C.

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6. MECHANICAL

A.

B.

C.

7. ELECTRICAL

A.

B.

C.

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NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

BID FORM

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**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

BID FORM

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**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

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

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

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

END OF BID FORM

AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

The Affidavit of Craft Training Compliance is included on the following page.

END OF SECTION

Wilmington Readiness Center Demolition
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**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at https://det.delawareworks.com/apprenticeship/documents/Apprenticeship_Occupation_List_for_29Del6962_Compliance.pdf. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution. In addition to this Affidavit, all information pertaining to craft training for subcontractors must also be submitted prior to contract execution. Information to be provided is the craft, company name, registration number (indicate DE, US DOL or identify other state) or that craft training requirements do not apply and the reason.

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

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

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

Craft(s) _____

Contractor Name: _____

Contractor Address: _____

**Contractor Program
Registration Number(s)** _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

Craft Training requirements are not applicable because: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.



NEW CASTLE COUNTY

Application for Standard Plan Approval Demolition

DEPARTMENT OF LAND USE
87 READS WAY, NEW CASTLE, DE 19720
PHONE: 302-395-5400 • FAX: 302-395-5443 • WWW.NEWCASTLEDE.GOV

REV. 07/2019

Applicability Criteria

1. Land disturbance is for demolition and removal of a structure, building foundation, building slab, roadway, driveway, parking lot, sidewalk, or other amenity resulting in exposed soil, including access and staging for demolition activities.
2. Total disturbance is 5.0 acres or less, and no greater than 1.0 acre will be disturbed at any time throughout the course of construction.
3. Disturbed land will be restored to a stabilized surface. No additional impervious surfaces shall be created as part of the demolition project.

Site Information

Site Location including previous Approved Sediment and Stormwater Plan Name, if applicable: _____

Previous Plan Approval Number: _____

Disturbed Acres (nearest 0.1ac): _____

Tax Parcel ID: _____

Additional Impervious Area (square feet): _____

Parcel Total Acres (nearest 0.1ac): _____

Wooded area to be cleared: _____

Applicant Information

Owner: _____

Applicant: _____

Mailing Address: _____

Mailing Address: _____

Owner Phone: _____

Applicant Phone: _____

Owner Email: _____

Applicant Email: _____

Fees

The review fee is \$450 per disturbed acre to the nearest 0.1 acre with a minimum fee of \$450 for any standard plan approvals disturbing less than 1.0 acre. Make checks payable to New Castle County

Approval Information (for office use only)

Approval # _____ **Fee Paid: \$** _____

Approved by: _____ **Approval Date:** _____

Title: _____ **Expiration Date:** _____

Standard Conditions

1. Construction site stormwater management best management practices will be used. Standard Detail and Specification DE-ESC-3.7.1 ESC For Minor Development will be followed (see attachment).
2. Construction projects exceeding 1.0 acre of total disturbance require submittal of a Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity. A plan fulfilling Stormwater Pollution Prevention Plan (SWPPP) requirements must be developed to obtain general permit coverage for Stormwater Discharges Associated with Construction Activity (see attachment).
3. Approval of this Standard Plan does not relieve the applicant from complying with any and all federal, state, county or municipal laws and regulations.

Stabilization Conditions

1. Following initial soil disturbance or redisturbance, temporary or permanent stabilization with seed and mulch shall be completed within 14 calendar days to the surface of all disturbed areas not actively under construction.
2. Specific stabilization recommendations may be found in the Delaware Erosion and Sediment Control Handbook, 3.4.3 Standard and Specifications for Vegetative Stabilization.

I, the undersigned, certify that the information supplied on this Application for Standard Plan Approval is accurate, the proposed land disturbing activity meets the criteria established, and all conditions of this Standard Plan Approval will be met by the applicant, builder, contractor, and owner during construction and post construction.

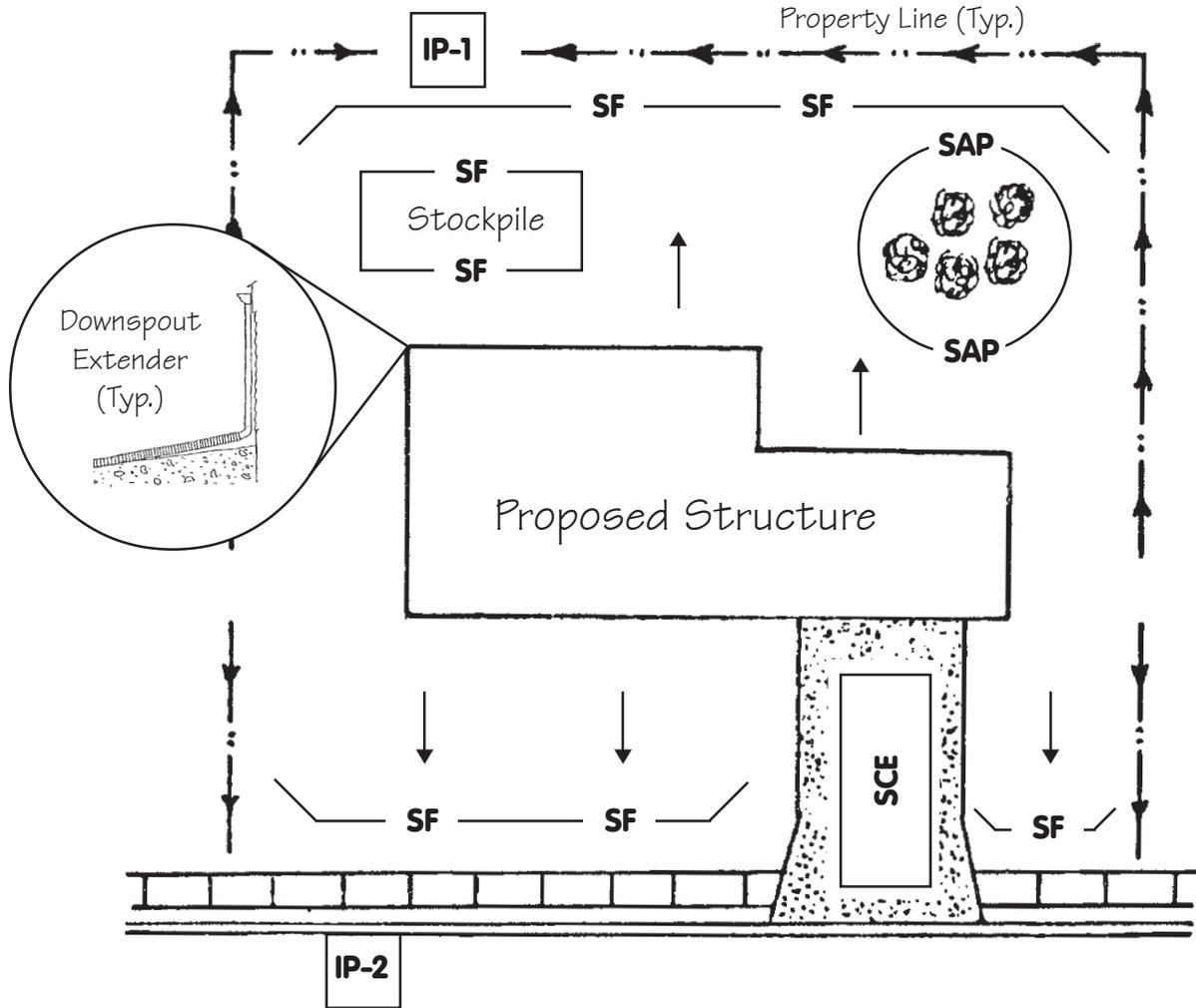
Applicant Signature: _____ Date: _____

Applicant Printed Name: _____ Title: _____

*****THIS STANDARD PLAN APPLICATION FORM MUST BE MAINTAINED ON THE SITE AT ALL TIMES DURING CONSTRUCTION*****

Standard Detail & Specifications

ESC for Minor Development



LEGEND

Flow		Inlet protection - Type 1	
Silt Fence			
Sensitive Area Protection			
Stabilized Construction Entrance		Inlet Protection - Type 2	

Source:

Adapted from IN DNR,
"Erosion Control for the
Home Builder"

Symbol:

Detail No.

DE-ESC-3.7.1
Sheet 1 of 2



Standard Detail & Specifications

ESC for Minor Development

Construction Notes:

1. Evaluate the Site.
 - a. Identify Vegetation To Be Saved
 - b. Protect Trees and Sensitive Areas
2. Install Perimeter Erosion And Sediment Controls.
 - a. Protect down-slope areas with vegetative filter strips.
 - b. Protect down-slope areas with silt fence.
 - c. Restrict all lot access to stabilized construction entrance to prevent vehicles from tracking mud onto roadways.
 - d. Install inlet protection on nearby storm drain inlets.
3. Prepare the Site for Construction.
4. Salvage and Stockpile the Topsoil/Subsoil
5. Build the Structure(s) and Install the Utilities.
6. Install Downspout Extenders
7. Maintain the Control Practices.
 - a. Maintain all erosion and sediment control practices until construction is completed and the lot is stabilized.
 - b. Inspect the control practices a minimum of twice a week and after each storm event, making any needed repairs immediately.
8. Revegetate the Building Site.
 - a. Redistribute the stockpiled subsoil and topsoil.
 - b. Seed or sod bare areas.
 - c. Mulch newly seeded areas.
9. Remove Remaining Temporary Control Measures.

Source: Adapted from IN DNR, "Erosion Control for the Home Builder"	Symbol:	Detail No. DE-ESC-3.7.1 Sheet 2 of 2
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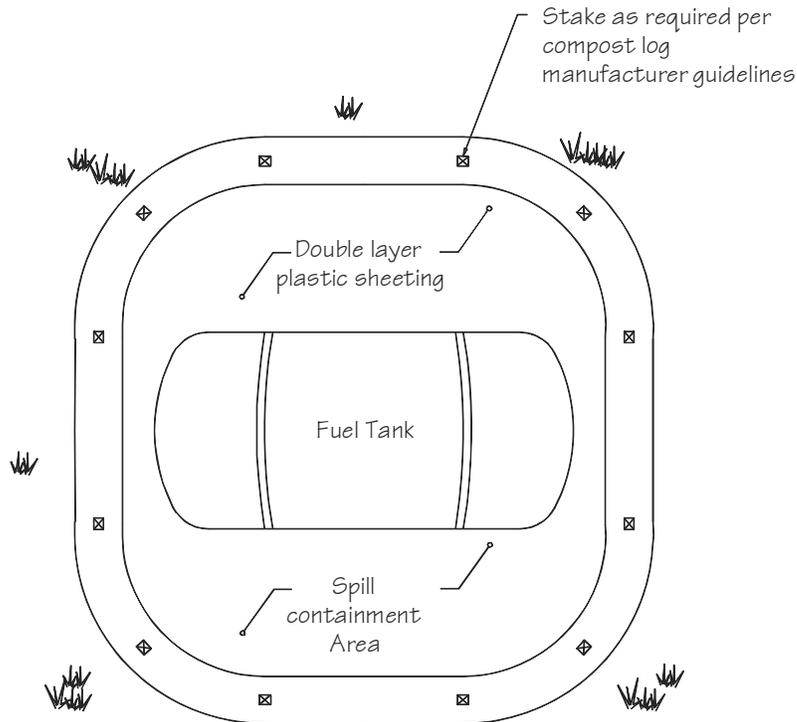
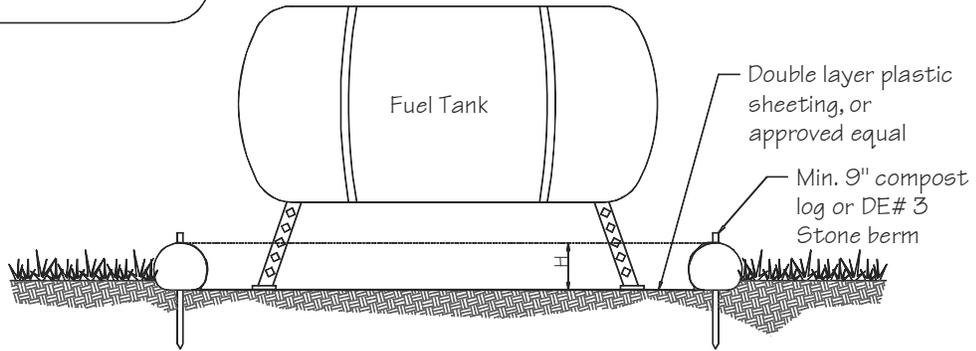
Standard Detail & Specifications

Construction Site Waste Mgt & Spill Control



DATA TO BE PROVIDED

- Volume of Potential Pollution
- Height of containment
- Area of containment
- Volume of containment



Source:

Delaware ESC Handbook

Symbol:

Detail No.

DE-ESC-3.6.1

Sheet 1 of 5



Construction Site Waste Mgt & Spill Control

Pollution Prevention – Spill Prevention

1. Fueling should only take place in signed designated areas, away from downstream drainage facilities and watercourses.
2. Fueling must be with nozzles equipped with automatic shut-off to control drips. Do not top off.
3. Protect the areas where equipment or vehicles are being repaired, maintained, fueled or parked from storm water run-on and runoff.
4. Use barriers such as berms to prevent storm water run-on and runoff, and to contain spills.
5. Place a “Fueling Area” sign next to each fueling area.
6. Store hazardous materials such as fuel, solvents, oil and chemicals in secondary containment.
7. Inspect vehicles and equipment for leaks on each day of use. Repair fluid and oil leaks immediately.
8. Absorbent spill clean-up materials and spill kits must be available in fueling areas and on fuel trucks.
9. If fueling is to take place at night, make sure the fueling area is sufficiently illuminated.
10. Properly dispose of used oil, fluids, lubricants and spill clean-up materials.

CLEAN UP SPILLS

1. If it is safe to do so, immediately contain and clean up any chemical and/or hazardous material spills.
2. Properly dispose of used oil, fluids, lubricants and spill clean-up materials.
3. Do not bury spills or wash them down with water.

LEAKS AND DRIPS

1. Use drip pans or absorbent pads at all times. Place under and around leaky equipment.
2. Do not allow oil, grease, fuel or chemicals to drip onto the ground.
3. Have spill kits and clean up material on-site.
4. Repair leaky equipment promptly or remove problem vehicles and equipment from the site. Clean up contaminated soil immediately.
5. Store contaminated waste in sealed containers constructed of suitable material. Label these containers properly.
6. Clean up all spills and leaks. Promptly dispose of waste and spent clean up materials.

Source: Delaware ESC Handbook	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 2 of 5
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Construction Site Waste Mgt & Spill Control

Notes:

The Construction Site Pollution Prevention Plan should include the following elements:

1. Material Inventory

Document the storage and use of the following materials:

- a. Concrete
- b. Detergents
- c. Paints (enamel and latex)
- d. Cleaning solvents
- e. Pesticides
- f. Wood scraps
- g. Fertilizers
- h. Petroleum based products

2. Good housekeeping practices

- a. Store only enough product required to do the job.
- b. All materials shall be stored in a neat, orderly manner in their original labeled containers and covered.
- c. Substances shall not be mixed.
- d. When possible, all of a product shall be used up prior to disposal of the container.
- e. Manufacturers' instructions for disposal shall be strictly adhered to.
- f. The site foreman shall designate someone to inspect all BMPs daily.

3. Waste management practices

- a. All waste materials shall be collected and stored in securely lidded dumpsters in a location that does not drain to a waterbody.
- b. Waste materials shall be salvaged and/or recycled whenever possible.
- c. The dumpsters shall be emptied a minimum of twice per week, or more if necessary. The licensed trash hauler is responsible for cleaning out dumpsters.

Source: Adapted from USEPA Pub. 840-B-92-002	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 3 of 5
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Construction Site Waste Mgt & Spill Control

Notes (cont.)

- d. Trash shall be disposed of in accordance with all applicable Delaware laws.
- e. Trash cans shall be placed at all lunch spots and littering is strictly prohibited. Recycle bins shall be placed near the construction trailer.
- f. If fertilizer bags can not be stored in a weather-proof location, they shall be kept on a pallet and covered with plastic sheeting which is overlapped and anchored.

4. Equipment maintenance practices

- a. If possible, equipment should be taken to off-site commercial facilities for washing and maintenance.
- b. If performed on-site, vehicles shall be washed with high-pressure water spray without detergents in an area contained by an impervious berm.
- c. Drip pans shall be used for all equipment maintenance.
- d. Equipment shall be inspected for leaks on a daily basis.
- e. Washout from concrete trucks shall be disposed of in a temporary pit for hardening and proper disposal.
- f. Fuel nozzles shall be equipped with automatic shut-off valves.
- g. All used products such as oil, antifreeze, solvents and tires shall be disposed of in accordance with manufacturers' recommendations and local, state and federal laws and regulations.

5. Spill prevention practices

- a. Potential spill areas shall be identified and contained in covered areas with no connection to the storm drain system.
- b. Warning signs shall be posted in hazardous material storage areas.
- c. Preventive maintenance shall be performed on all tanks, valves, pumps, pipes and other equipment as necessary.
- d. Low or non-toxic substances shall be prioritized for use.

<p>Source: Adapted from USEPA Pub. 840-B-92-002</p>	<p>Symbol:</p>	<p>Detail No. DE-ESC-3.6.1 Sheet 4 of 5</p>
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Construction Site Waste Mgt & Spill Control

Notes (cont.)

- e. Contact information for reporting spills through the DNREC 24-Hour Toll Free Number shall be prominently posted.

6. Education

- a. Best management practices for construction site pollution control shall be a part of regular progress meetings.
- b. Information regarding waste management, equipment maintenance and spill prevention shall be prominently posted in the construction trailer.

CONTACT INFORMATION

DNREC 24-Hour Toll Free Number	800-662-8802
DNREC Solid & Hazardous Waste Branch	302-739-9403

Source: Adapted from USEPA Pub. 840-B-92-002	Symbol:	Detail No. DE-ESC-3.6.1 Sheet 5 of 5
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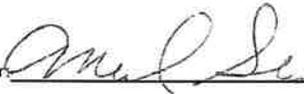
**Delaware Army National Guard
Wilmington Readiness Center
South Wing Demolition Project**
First Regiment Road
Wilmington, Delaware

**Asbestos Abatement
Scope Specific Specifications**

Dated 8/25/20

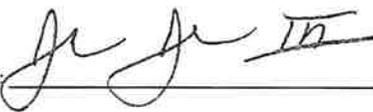
Harvard Project # 21741

SPECIFICATIONS APPROVALS

Project Designer:  Date: 8/25/20
Certification Number: ACC-1119-10-003 Printed Name: Mike Sanders

ENGINEERS STATEMENT

The attached statement has been prepared to the best of my knowledge from the physical observations to the extent of engineering discipline and from the data supplied by the owner. It is the responsibility of the contractor to inspect all existing conditions prior to the commencement of the work and also to comply with all current Local, State, and Federal codes and Environmental regulations during the execution of the work to be performed in associated with this project.

Professional Engineer Signature:  Date: August 25, 2020
Printed Name: Joseph Jakubowski, P.E., LEED AP



FACILITIES MANAGEMENT APPROVALS

This is to Certify That the State Of Delaware Facilities Management, has reviewed this specification and approves its use for the project listed above.

IAW DELAWARE CODE, TITLE 16 CHAPTER 78, PARAGRAPH 7805(1)

Signature: Doyle Tiller Date: 8/28/2020

APPROVED
Facilities Management
Doyle Tiller 8/28/2020
Doyle Tiller Date

Printed Name: Doyle Tiller
State of Delaware, Division of Facilities Management

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CERTIFICATES & LICENSES

LICENSE NO. 1993108790	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/18 - 12/31/20 NOT TRANSFERABLE
PAH 17 82506 41	NUMBER OF EMPLOYEES 099	CLASSIFICATION 007	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES
DATE ISSUED 11/29/17	**VALIDATED**		2020
LICENSE FEE \$ 225.00	BUSINESS LICENSE		
MAILING ADDRESS		BUSINESS LOCATION	
HARVARD ENVIRONMENTAL INC 760 PULASKI HWY BEAR DE 19701-5200		HARVARD ENVIRONMENTAL INC 760 PULASKI HWY BEAR DE 19701-5200	
<small>IS PERMIT LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE TERMS AND CONDITIONS GOVERNING PERMIT TO TITLE 30, DEL. CODE.</small>			JENNIFER R. HUDSON DIRECTOR OF REVENUE



STATE OF DELAWARE

THIS CERTIFIES THAT

HARVARD ENVIRONMENTAL, INC.

Has satisfactorily completed the requirements prescribed by the Office of Management & Budget as a Asbestos Abatement Professional Services Firm that

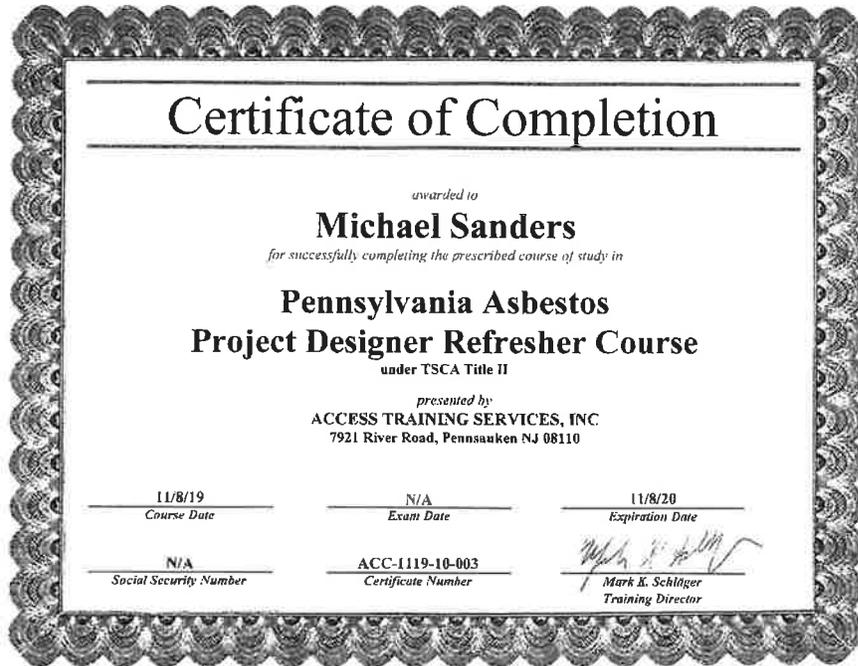
Twelfth Day of February Two Thousand Twenty

This certification is valid for one (1) year to perform asbestos services within the State of Delaware.

This certification shall be proof that the above named Contractor has met the minimum requirements established by the State of Delaware for temporary certification. It is not intended as an overall endorsement of the Contractor's ability to provide services of varying size and shape. It does not endorse the methods and types of respiratory protection used by the Contractor.

Contractor's Address:	760 Pulaski Highway
Bear:	19701
Expiration Date:	February 12, 2021
Certification Number:	PS-054


 Director
 Division of Facilities Management



**Wilmington Readiness Center
South Wing Demolition Project
First Regiment Road
Wilmington, Delaware
Asbestos Abatement
BID FORM**

For Bids Due: To Be Determined **To:** **LT Brittney Poore**
Delaware Army National Guard
1 Vavala Way
New Castle, DE 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

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

BASE BID

\$ _____

(\$ _____) Total Calendar Days: _____ Total Crew Size: _____ Total Working Days: _____

ALTERNATES

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

Alternate No. 1 - Not Applicable (N/A)

Alternate No. 2 - N/A

Alternate No. 3 - N/A

**Wilmington Readiness Center
South Wing Demolition Project
First Regiment Road
Wilmington, Delaware
Asbestos Abatement
BID FORM**

I / We acknowledge Addendums numbered _____ and the price(s) submitted included 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 is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

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

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirements 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 and 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 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 Document.

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: _____
(Authorized Signature)

(SEAL) _____
(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement

Wilmington Readiness Center
South Wing Demolition Project
First Regiment Road
Wilmington, Delaware
Asbestos Abatement
SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractor tax payer ID or Delaware Business license #</u>
1. Asbestos Waste Hauler	_____	_____	_____
2. OSHA Air Monitoring Firm	_____	_____	_____
3. OSHA Air Analysis Firm	_____	_____	_____

**Wilmington Readiness Center
South Wing Demolition Project
First Regiment Road
Wilmington, Delaware
Asbestos Abatement
NON-COLLUSION STATEMENT**

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

All the terms and conditions of Project #21741 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____ . NOTARY PUBLIC _____

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

PROJECT NAME: Wilmington Readiness Center South Wing Demolition Project
 Asbestos Abatement

Project # 21741

Contractor						
Base Price						
Calendar Days						
Working Days						
Crew Size						
Addenda Received						
Subcontractor Listing						
Non-Collusion Statement						
DE Business License						
Contractor License						
Insurance						

**STATE OF DELAWARE PREVAILING WAGE RATES
 2020-2021 – Heavy Construction Asbestos Workers**

STATE OF DELAWARE
 DEPARTMENT OF LABOR
 DIVISION OF INDUSTRIAL AFFAIRS
 OFFICE OF LABOR LAW ENFORCEMENT
 PHONE: (302) 761-8200

Mailing Address:
 4425 North Market Street
 3rd Floor
 Wilmington, DE 19802

Located at:
 4425 North Market Street
 3rd Floor
 Wilmington, DE 19802

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.54	20.70	45.02
BOILERMAKERS	82.52	34.21	62.76
BRICKLAYERS	73.45	63.07	26.53
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	46.44	25.94	19.32
DIVER	88.31	-	-
DIVER TENDER	95.04	-	-
ELECTRICAL LINE WORKERS	78.46	78.05	68.87
ELECTRICIANS	72.49	72.49	72.49
GLAZIERS	21.75	18.89	12.79
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	64.93	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	85.91	85.91	85.91
PILEDRIVERS	79.62	41.92	32.62
PLASTERERS	20.48	17.80	12.02
PLUMBERS/PIPEFITTERS/STEAMPITTERS	92.63	82.92	19.06
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
SHEET METAL WORKERS	32.73	20.31	19.07
SPRINKLER FITTERS	35.28	13.36	11.06
TRUCK DRIVERS	34.05	21.96	23.72

CERTIFIED: 06/05/2020 BY: [Signature]
 ADMINISTRATOR, OFFICE OF LABOR/LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) ~~451-1111~~ 761-8200

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MC7601000127 19054 Wilmington Readiness Center - Partial Building Demo, New Castle County

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SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section and other bound materials within this Scope Specific document.
- B. All work associated with this project is to be performed in accordance with Master Specification dated March 3rd, 2016, as prepared by Harvard Environmental, Inc. and approved by the Office of Management & Budget on March 11th, 2016 and the Scope Specific 01013 Document, dated August 25th, 2020.
- C. Conflict between this document and the referenced Master Specification may exist; if so, this "Scope Specific Document" shall take precedence.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the removal, packaging, transportation and disposal, of designated asbestos materials as indicated within this Scope Specific Specification.
- B. This Work includes the performance of all supplemental Work indicated in the Master Specification which is required to accomplish the Project. These items may include; but not limited to the following:
 - (1) Construct a 3-Stage Decon with Shower at the entrance to the full containment, with a separate waste loadout facility.
 - (2) Work includes:
 - a. Non-friable removal of asbestos containing floor tile and mastic within containment systems under negative pressure utilizing industry standard hand tool and adhesive solvent removal methods. *Where applicable, room divider wall base plates and lower drywall portions shall be removed to access any underlying flooring materials. Estimated total quantities within specification and schematics are inclusive of these potential materials.*
 - b. Non-friable removal of asbestos containing wall panel adhesive and sink undercoating within containment systems under negative pressure utilizing industry standard hand tool removal methods
 - c. Non-friable hand tool removal of asbestos containing stucco on soffit and fascia within exterior regulated areas.
 - (3) Specific work area containment construction details are identified in Part 1.10 Item E of this specification
 - (4) PAPR respiratory protection shall be utilized during all phases of the project.
 - (5) Disposal of asbestos waste in accordance with state regulations. All waste shall be disposed of at DSWA – Cherry Island Landfill

Any asbestos abatement related activities inclusive of mobilizing equipment and preparatory work that is covered under this contract will not commence until a certified Project Monitor (the Owner's Representative from a Certified Professional Service Firm) is on site. The Project monitor shall always remain on site during the project.

- C. Project Location: Delaware Army National Guard – Wilmington Readiness Center
First Regiment Road
Wilmington, Delaware 19808
- D. Owner: Delaware Army National Guard (DEARNG)
- E. Contract Documents – Scope Specific 01013 dated August 25th, 2020
& Master Specifications dated March 3rd, 2016 as prepared by:

Harvard Environmental, Inc.
760 Pulaski Highway
Bear, Delaware 19701
1-302-326-2333

- F. The Work will be constructed under a single prime contract.

1.3 GENERAL INCLUSIONS

- A. Bid bonds have been waived by the DEARNG.
- B. All work shall conform to contract specifications and shall be performed in strict compliance with all applicable federal, state and local regulations. Regulatory compliance is the sole responsibility of the Contractor.
- C. The Contractor shall obtain any and all permits which may be required to complete this project.
- D. The Contractor shall be responsible for notifying all external organizations which require notification; these notifications may include but are not limited to, EPA Regional Office, Governing State Bodies, Local Municipalities, Emergency Personnel, and Waste Disposal Site.
- E. Copies of all notifications, on their official forms, shall be provided to the Owner's Representative prior to project commencement. Any revisions required to the notifications are the sole responsibility of the Contractor. Copies shall be provided to the Owner's Representative immediately upon submittal.
- F. The Contractor shall be responsible for all damages incurred from project-related activities and/or personnel assigned to the project. This aspect of accountability includes interior and exterior damages.
- G. During the time which areas are considered regulated, all personnel entering the area to perform any type of support services shall adhere to the safety procedures and training requirements required for the entry.
- H. The work area and job site shall be restricted to designated contract personnel and authorized visitors. All visitors will require site authorization, safety health and environmental orientation, and clearance from the Owner or the Owner's Representative prior to entering the site.
- I. A copy of this "Scope Specific Documents", Master Specifications shall always be in the possession of the Contractor's assigned Supervision during the execution of this project.

1.4 COMPLIANCE WITH LAWS

- A. Contractor shall be responsible to comply with all aspects of the scope and specifications. All work shall be performed in strict accordance with applicable local, state, and federal regulations governing materials and activities in address in the specifications.
- B. Contractor shall notify the Owner and the Owner's Representative promptly, in writing, if any scope or specifications are at variance with any laws or regulations. Contractor shall bear any incurred cost in the event of its failure to give such notice.

1.5 ASBESTOS-CONTAINING MATERIALS:

- A. The Work of this contract involves activities that will disturb asbestos-containing materials (ACM). The location and type of ACM known to be present at the worksite is set forth in the drawings. If any other ACM or presumed asbestos containing material (PACM) is found, notify the owner, other employers and employees about the location and quantity of the ACM or PACM within 24 hours of the discovery.

1.6 ASBESTOS HEALTH RISK:

- A. The disturbance or dislocation of ACM may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health risk to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.7 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of facility.
- B. Use of the Existing Building: Maintain the existing building in a secured condition throughout the construction period.
 - 1. Smoking: Smoking or open fires will not be permitted within the building or the grounds.
 - 2. Toilet Facilities
 - a. Owner shall allow for use of onsite sanitation facilities for the contractor's personnel use.

1.8 FUTURE WORK

- A. Future Contract: It is the intention of select parties to perform demolition of the south wing upon completion of the Contractor's work. The exact timing of this is unknown.

1.9 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations will be conducted simultaneously with work under this Contract. That Contract includes the following:
1. Contract: A separate contract has been awarded to Harvard Environmental, Inc., a sub-consultant to the prime A/E, Studio Jaed to act as the Asbestos Project's Owner Representative in support of on and off-site project related work as indicated in the project specifications.

1.10 PROJECT SCOPE SPECIFIC ISSUES AND COORDINATION

A. WORK SCHEDULES

1. All work associated with this project has an anticipated start and completion dates during the fall 2020. The shifts shall be during 1st shift hours from 7:00 AM to 3:30 PM.
2. Working on the site beyond the hours indicated above will require written approval by the Owner or the Owner's Representative.

B. WORK SEQUENCE

1. The Work will be conducted under a single mobilization by the Contractor. Phasing of the work shall be performed consistent with the schedules provided below.

Phase I

- a. Mobilization
- b. Building systems identification, isolation
- c. Interior Asbestos Removal and Decontamination
- d. Work Area Clearance and Containment Teardown

Phase II

- e. Exterior Asbestos Removal and Decontamination of Grounds
- d. Work Area Clearance Visual Inspection and Work Area Teardown

Phase III

- f. Demobilization and transportation of all waste to DSWA-Cherry Island Landfill Wilmington, DE
- g. *Note: All waste must be double-bagged and 'goose-necked'*

C. EXISTING ELECTRICAL SYSTEMS

1. Electrical systems are currently active in the facility.
2. The Contractor shall be permitted to use existing electric. All electrical equipment must be protected with GFCI.

D. EXISTING WATER FACILITIES

1. Water services to support the facility are currently active. The source location will be determined later and shall be used for construction purposes only.
2. The Contractor shall be responsible for bringing the water from the supply source to all areas of work.
3. The contractor shall provide a portable hot water heater for personnel shower.

E. ASBESTOS REMOVAL AND CONTROL MEASURES

1. All work performed in containment systems shall include two layers of poly sheeting on critical seal areas and single layer on ceilings and walls with an attached three stage decon with shower and separate waste load out facility. All regulatory signage required. Air filtration device exhaust shall be directed outside the confines of the facility. Negative pressure exhaust shall establish and maintain -.020 inches of water for differential.
2. All work performed in the exterior work areas shall include at least two layers of poly sheeting 'drop cloths' on ground surfaces to collect stucco debris. *Tears and rips in poly that may occur periodically shall be immediately repaired or replaced.* All regulatory signage and asbestos red barrier tape required.
3. Work under the contract shall include the complete removal and disposal of the asbestos materials identified on the drawings. Abatement contract does not include the removal or disposal of any non-asbestos building materials unless otherwise indicated on the schematics on the last page of this Section 01013 or deemed contaminated with asbestos.
4. Upon completion of asbestos removal in the enclosure systems, a visual inspection shall be performed by the Owner's Representative followed by clearance testing. PCM (Phase Contrast Microscopy) samples set up in non-friable floor tile only areas shall be read onsite. The samples must yield ≤ 0.01 fibers/ cubic centimeters to achieve clearance "clean air" results. If there are elevated results, the contractor shall re-clean and re-encapsulate the entire work area, inclusive of the decon and waste facility. The Owner's Representative shall retest the work area once a sufficient drying of the encapsulant is evident.

F. POST PROJECT – CONDITION OF THE FACILITIES

1. The Contractor shall be expected to leave the facilities operational systems in a like condition as at the on-set of the Project.

1.11 OTHER PROJECT CONSIDERATIONS

A. PERSONAL PROTECTIVE EQUIPMENT

1. PAPR shall be used for all removal phases.
2. Contractor shall don Tyvek suits, poly spun or equivalent materials during all phases of the project.
3. Contractor's personnel and Sub Contractors shall wear hard hats, safety toe work shoes, and safety glasses with side shields always while on site.
4. Safety glasses, including all components (frames, lenses, and side shields) shall conform to ANSI Standard Z87.1. Slip-on, flimsy plastic side shields are not permitted.
5. Leather gloves are required when doing work in which cuts and punctures may occur. During instances of handling knives and razors, composite gloves which incorporate cut resistant fibers, shall be worn opposite the cutting hand.
6. All Personal Protective Equipment shall be provided by the Contractor at no cost to the Owner or the Owner's Representative.

7. Non-Compliance with the site requirements regarding use of PPE shall warrant removal of personnel from the premises.

B. SMOKING & TOBACCO USE

1. Smoking and use of other tobacco products will not be permitted in areas owned by the State of Delaware/ DEARNG.

1.12 AIR MONITORING BY THE OWNER:

- A. The Owner has contracted for air monitoring. Air monitoring will be conducted both outside and inside of the work area while work is in progress, and for clearance sampling prior to enclosure removal.
 1. Outside of the Work Area: The Owner's air monitoring firm will sample air outside of the work area to detect faults in the work area isolation such as:
 - a. Contamination of the building outside of the work area with airborne asbestos fibers,
 - b. Failure of filtration or rupture in the differential pressure system,
 2. Inside the Work Area: The Owner's air monitoring firm will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. Work area clearance: Air sampling by the Owner's air monitor at the completion of asbestos abatement work shall be performed. PCM shall be the criteria for the enclosures. Clearance testing shall be conducted in accordance with NIOSH 7400 method.
- C. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.13 SCHEDULE OF AIR SAMPLES BY OWNER:

- A. Sample cassettes: Samples will be collected on 25 mm. cassettes as follows:
 1. PCM: 0.8 micrometer mixed cellulose ester.
- B. Number and Volume of Samples: The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.
- C. Sample Volume and Sensitivity.
 1. PCM: The sample volumes collected by the Owner's air monitor will be determined by the following formula:

$$Volume = \frac{\left(\frac{Number\ of\ Fibers}{Area\ of\ 100\ fields} \right) \times Total\ Filter\ Area}{\left(\frac{Limit\ Value}{4} \right)}$$

Where:

Number of fibers = 5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm² on the filter

Area of 100 fields = 0.785mm²
Total Filter Area = 385mm²
Limit Value = as specified in the schedules of samples below

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
- b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm² on the filter or 5 fibers/100 fields.
- c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.

D. Base Line: PCM

1. Before Start of Work: Air samples to establish a base line will be performed prior to commencement of any work activities.

Location	Number Of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Approx. Rate (Liters/Minute)
Work Areas	12	0.01	1,200	10

E. During Asbestos Removal:

1. From start of work, the Owner will collect air samples.
2. PCM Samples:

Location	Number Of Samples/Shift	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Work Area	2	0.1	100	1-10
Outside Work Area At Critical Barrier	2	0.01	1,000	1-10
Clean Room	2	0.01	1,000	1-10
Equipment Room	2	0.01	1,000	1-10
Exterior Downwind	2	0.01	1,000	1-10

F. Post Asbestos Removal:

1. At completion of passed visual inspection, the Owner will collect air samples.
2. PCM Samples:

Location	Approx. Number Of Samples/Area	Clearance (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
PCM Inside Work Area	8-10	<0.01	1,200	10

- G. Additional samples may be taken at Owner's or Owner's Representative's discretion. If airborne fiber counts exceed allowed limits additional samples may be taken as necessary to monitor fiber levels.

1.14 ANALYTICAL METHODS USED BY THE OWNER:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.
 1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.

1.15 LABORATORY TESTING BY OWNER:

- A. The Owner's Air Monitoring Firm will be employed for analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately.
- B. A complete record of all air monitoring and results will be furnished to the Owner, and the Contractor.
- C. Written Reports: of all air monitoring tests will be posted at the job site daily.

1.16 FIBERS AND STRUCTURES

- A. Fibers Counted: The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.
 1. Large Fibers: "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).
 2. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.17 ADDITIONAL TESTING:

- A. The Contractor may conduct air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner or the Owner's Representative.
- B. Owner will not perform personal (OSHA) air monitoring for the Contractor to meet Contractor's OSHA requirements for personal sampling or any other purpose.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 STOP ACTION LEVELS:

A. Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8-hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

1. If airborne fiber counts exceed 2.5 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Inside Work Area: Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8-hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

STOP ACTION LEVEL(f/cc)	IMMEDIATELY STOP LEVEL(f/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.5	2.5	PAPR	1000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify Owner's Representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

C. Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
 - a. Immediately erect new critical barriers as set forth in Section 01526 Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

- b. Decontaminate the affected area in accordance with Section 01712 Cleaning & Decontamination Procedures.
 - c. Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01711 Project Decontamination.
 - d. Leave Critical Barriers in place until completion of work and ensure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
 - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 Decontamination Units at entry point to affected area.
 - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 01711 Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by the Owner's Representative.
- D.** Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

3.2 STOP WORK:

- A.** If the Owner, Owner's Representative, or Project Administrator presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by Owner, Owner's Representative or Project Administrator.
- B.** Immediately initiate the following actions: After being presented with a stop work order immediately:
1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
 2. Repair any fallen, ripped or otherwise failed work area isolation measures.
 3. Maintain in operation all work area isolation measures including those required by Sections 01526 "Temporary Enclosures," 01513 "Temporary Pressure Differential & Air Circulation System," 01563 "Decontamination Units."
 4. Maintain all worker protections including those required by Sections 01560 "Worker Protection - Asbestos Abatement," and 01562 "Respiratory Protection."
 5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.
- C.** Do not recommence work until authorized in writing by the Owner or Owner's Representative.

PART 4 SCHEDULE OF ASBESTOS-CONTAINING MATERIALS:

LOCATION	MATERIAL DESCRIPTION	ESTIMATED QUANTITY	ASBESTOS CONTENT	ENCLOSURE TYPE	CLEARANCE CRITERIA
ROOMS	FLOOR TILE AND MASTIC UNDERNEATH CARPET*	6,320 SF	2-5% CHRYSOTILE ASBESTOS	FULL CONTAINMENT	PCM
ROOMS, FOYERS AND HALLWAY	FLOOR TILE AND MASTIC *	1,520 SF	2-5% CHRYSOTILE ASBESTOS	FULL CONTAINMENT	PCM
5 ROOMS	WALL PANELING ADHESIVE	1,216 SF	5% CHRYSOTILE ASBESTOS	FULL CONTAINMENT	PCM
1 ROOM	SINK UNDERCOATING	1 EACH	2% CHRYSOTILE ASBESTOS	FULL CONTAINMENT	PCM
EXTERIOR SOFFITS AND FASCIAS	STUCCO **	2,500 SF	2% CHRYSOTILE ASBESTOS	EXTERIOR REGULATED AREA	VISUAL

**Includes floor tile and mastic underneath studded walls scheduled for demolition. Contractor is responsible for removing the base plate of the walls and any lower portions of non-asbestos drywall to fully access materials. Floor tile and floor tile mastic beneath walls are included in estimated quantities. Drywall waste shall be bagged and disposed of as asbestos containing waste. Removed metal studding can be decontaminated and left for others to dispose. Removed wood studding shall be disposed of as asbestos waste by contractor.*

*** All underlying substrates removed during the stucco removal shall be bagged and disposed of as asbestos containing waste.*

END OF SECTION – 01013



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Project No.: 2019-16

Pre-Bid Meeting
September 3, 2020

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